



# ***DESIGNERS' MANUAL***

for projects with oversight by Capital Projects Management for the  
**STATE BUILDING COMMISSION**  
of Tennessee



Designers' Manual

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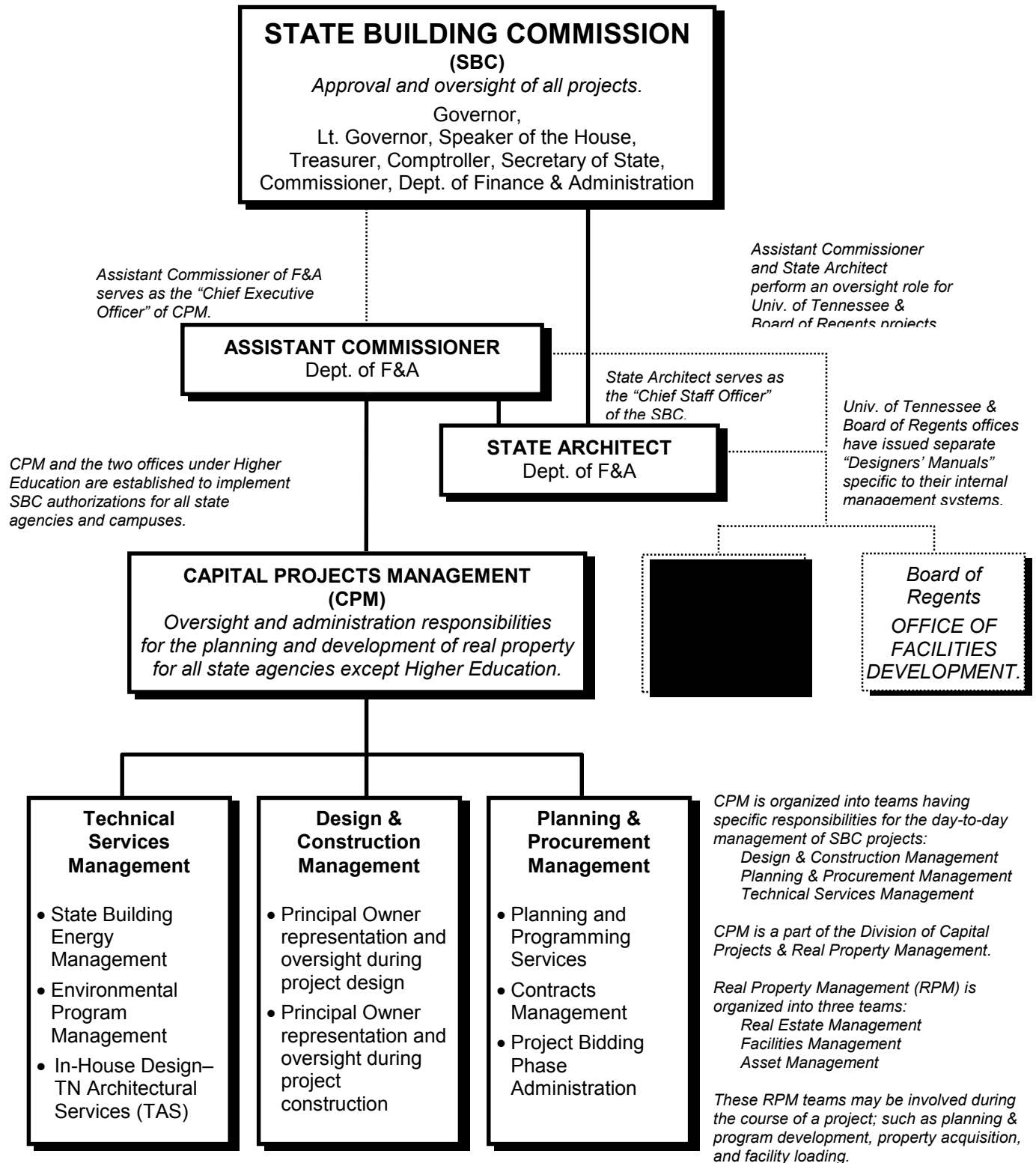
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# State of Tennessee System for Authorization and Administration of Projects using this Designers' Manual





# Chapter One

## INTRODUCTION

### 1.01 THE DESIGNERS' MANUAL

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- A. Purpose and intent:** The Designers' Manual augments but does not replace the provisions of the SBC-6 *Standard Form of Agreement Between Owner and Designer*. The SBC-6, SBC-6a & Designers' Manual is analogous to Construction Agreement, Conditions & Specifications. Repetition of provisions of the SBC-6 and SBC-6a has been avoided as much as possible and the Designer should not overlook the rights, obligations, and procedures contained in them.
- B. The manual is organized as follows:**
- 1. Administrative Procedures - seven chapters:** provides guidance as to the procedures the Designer is expected to follow in administration of projects. The Chapters are: (1) Introduction; (2) Designer Agreements and Payments; (3) Project Design; (4) Project Manual Guide; (5) Bidding; (6) Project Construction; and (7) Close Out and Record Documents.
  - 2. Administrative Forms (Appendix 1):** provides several forms for use by the Designer during the project based on instructions in the Administrative Procedures.
  - 3. Bidding Documents (Appendix 2):** provides standardized documents used in compiling Bidding Requirements, Contract Forms, Conditions, and Division 1 specifications of a Project Manual. Some require editing; most can be used as is. Options to consider are explained in Chapter 4 - *Project Manual Guide*.
- C. This Version of the Designers' Manual** contains procedures appropriate for a typical State Building Commission project involving general construction work, and with administration or oversight by Capital Projects Management (CPM), and utilizing CPM standard bidding documents found in Appendix 2.
- 1.** A supplementary companion document titled "*Designers' Manual Supplement for Minor Work and Procurement*" is available, which is used for small scope projects and procurement of equipment, furnishings, or services.
  - 2.** Very few CPM projects involve the use of the above Designers' Manual supplement; however, it may be used if appropriate to the project.
- D. Other similar Designers' Manual versions** for use on State Building Commission projects are published by:
- 1.** Tennessee Board of Regents, Office of Facilities Development; and,
  - 2.** University of Tennessee, Office of Facilities Planning.

Each version is written to conform to that office's specific internal management system; and is for use only on projects under their administration.



- A. **Entities identified as the “Owner”** as used throughout this Designers’ Manual and associated documents are defined as follows:
1. **OWNER** is the State of Tennessee operating through the ‘**Contracting Agency**’ identified in the Owner / Designer Agreement. When the term “Owner” is used in this Designers’ Manual, it refers to the ‘Contracting Agency’.
  2. **CONTRACTING AGENCY** is the agency responsible for administration of the project on behalf of the State Building Commission.
  3. **USER AGENCY** is the agency that will be owner of the finished Work.
- B. **Owner project administration duties** for many projects using this Designers’ Manual are consolidated under the Dept. of Finance & Administration (F&A), Capital Projects Management (CPM) as the Contracting Agency. This internal process for consolidation of project administration is termed ‘**Centralization**’. The following chart summarizes both types of Owner roles, and CPM’s responsibilities with each:

<b>“OWNER” is F&amp;A/CPM</b> <i>if CENTRALIZED Project:</i>	<b>“OWNER” is User Agency</b> <i>if NON-Centralized Project:</i>
<b><u>CONTRACTING AGENCY</u></b>	
is F&A, of which CPM is a part.	is the User Agency.
<b><u>CAPITAL PROJECTS MANAGEMENT</u></b>	
has primary responsibility and authority over the project and the approval of Design Phases, construction completion, contracts, contract modifications, and payments.	provides technical and managerial assistance and oversight in carrying out the project; is copied on all correspondence; and, included in all substantive discussions and meetings.
<b><u>USER AGENCY</u></b>	
is a client of CPM, and the eventual owner of the finished product.	shall have concurrence by CPM in approving design phases, contracts, modifications, construction completion, and payments.

- D. **List of Agencies** that have projects incorporating this Designers’ Manual:

<b>INSTITUTIONAL SERVICES AGENCIES</b>	<b>CENTRAL SERVICES AGENCIES</b>	<b>DEVELOPMENTAL SERVICES AGENCIES</b>
Correction Children’s Services Mental Health and Disabilities Development Human Services Health Education Veterans’ Affairs	General Services Finance & Administration Military Safety Bureau of Investigation Labor and Workforce Development Revenue Employment Security	Transportation Environment & Conservation Historic Commission Agriculture Wildlife Resources Tourism River Basin Authorities Economic and Community Development



**A. User Agency** (or agencies) will be represented by an individual or team assigned to the project. Information about the agency, its function in the particular project, and its representatives, will be provided in the Pre-Design Conference.

**B. Capital Projects Management (CPM)**

Tel: 615-741-4034

Fax: 615-741-2335

Website Address (URL): [http://www.state.tn.us/finance/cpm/cpm\\_home.htm](http://www.state.tn.us/finance/cpm/cpm_home.htm)

William R. Snodgrass Tennessee Tower

Suite 2200, 312 Eighth Avenue North

Nashville, Tennessee 37243

1. CPM is the arm of the F&A Division of Capital Projects and Real Property Management responsible for the direct oversight and implementation of the State's capital building program, and assists in other projects in accordance with legislative and executive policies, and judicial and federal mandates under authority of the Commissioner of Finance and Administration and the State Building Commission.
2. An individual or team will be assigned to each project, and more information about CPM, its function in the particular project, and its staff, will be provided in the Pre-Design Conference (See page 3.02) and the Pre-Construction Conference (See page 6.02). For all projects, the CPM Bidding Administrator will be involved.
3. **The CPM Bidding Administrator** (Tel: 741-3286) oversees the bidding and award of all projects under the administration and oversight of CPM. The Bidding Administrator gives final approval to bid a project and assigns the bid date, and assures that SBC policies and procedures are followed throughout the bidding and award process.
4. **Other F&A entities may be involved** with the project team, as determined by CPM, depending on the project scope. Primary entities include the following:
  - a. CPM State Building Energy Management Program Administrator Tel: 741-9357
  - b. CPM State Environmental Management Program Administrator Tel: 741-1563
  - c. Office of Facilities Management (Space Planning) Director Tel: 741-4036
  - d. Office of Information Resources (Telecommunications) Director Tel: 532-1145

**C. Office of Business and Finance (OBF)**

Tel: 615-741-2590

Fax: 615-741-7599

William R. Snodgrass Tennessee Tower

Suite 2000, 312 Eighth Avenue, North

Nashville, Tennessee 37243

OBF provides financial management of the State's capital building program by authority of the Commissioner of Finance & Administration and State Building Commission.

**D. Division of Risk Management (TRM)**

Tel: 615-741-2314

Fax: 615-734-6471

Andrew Jackson Office Bldg.

10th Floor, 500 Deaderick Street

Nashville, Tennessee 37243-0248

TRM, of the Dept. of Treasury, manages insurance claims of the State's capital building program by authority of the State Treasurer and State Building Commission.

**E. State Fire Marshal's Office (SFM)**

Tel: 615-741-7190

Fax: 615-741-1583

Davy Crockett Tower

3rd Floor, 500 James Robertson Parkway

Nashville, Tennessee 37243-1162

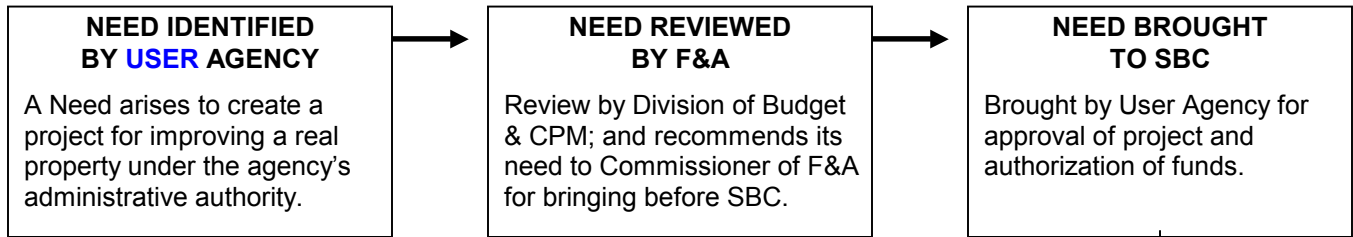
SFM, of the Dept. of Commerce & Insurance, will be involved in the design review for all projects that involve the construction, renovation, or remodeling of public space.



## 1.04 TYPICAL PROJECT FLOWCHART

This flowchart provides an overview of the entire project creation-to-completion process:

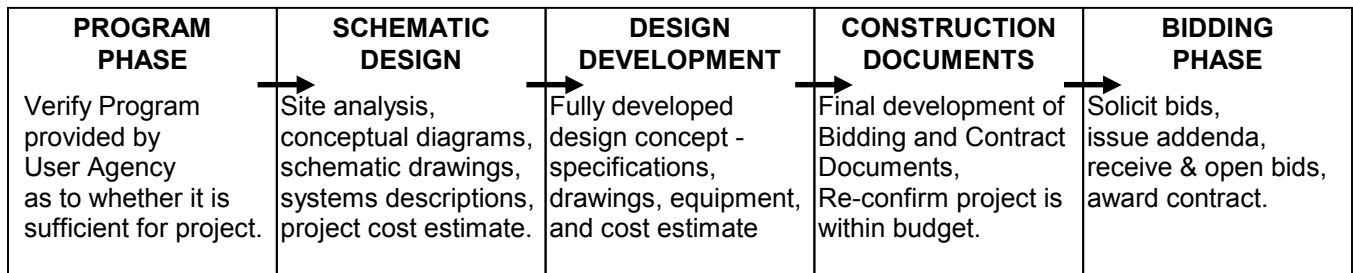
### A. Initiation



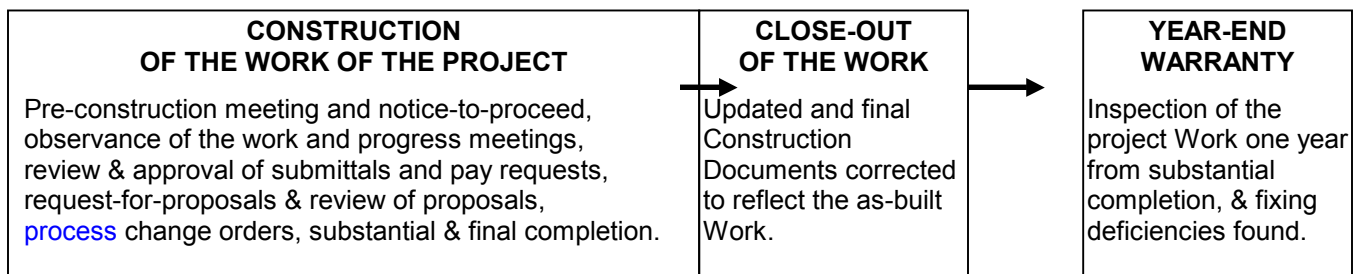
### B. Approval



### C. Design



### D. Construction



## Chapter Two

### DESIGNER AGREEMENTS AND PAYMENTS

#### 2.01 AGREEMENT FORMS

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**A. The standard forms of agreement** between Owner and Designer used by the State of Tennessee under authority of the State Building Commission are the State Building Commission forms:

- **SBC-6**, *Standard Form of Agreement Between Owner and Designer*
- **SBC-6a**, *Standard Terms and Conditions of Agreement between Owner and Designer*
- **SBC-6s**, *Standard Form of Supplement to an Agreement between Owner and Designer*

The current SBC-6, SBC-6a, and SBC-6s are included in Appendix 1 - *Administrative Forms*.

NOTE: The Designer Agreement forms were revised in February 1999. These latest versions are included in this manual. However, for some ongoing projects the form and provisions of the June 1996 version may still apply.

**B. Example Fee Calculation** for Basic Services (See Article 1 and Article 7 of SBC-6a):

1. Example Project is split into two sub-projects (subscripts): Subscript A involves renovation work with MACC of \$42,300. Subscript B involves both new construction and renovation, with an MACC of \$522,820 split between the two.

<u>Subscript A:</u>	\$ 42,300.00 Renovate Maintenance Shed		
	27 / log(42,300) - 2 = 10.28046%		
Renovation	(42,300 x 10.28046 % x 1.25)	= \$ 5,435	
		+	\$ 5,435
<u>Subscript B:</u>	\$ 261,410.00 Construct New Offices		
	\$ 261,410.00 Renovate Offices		
	27 / log (\$522,820.00) - 2 = 7.26128%		
New Construction	(\$261,410 x 7.26128% x 1.00)	= \$ 18,982	
Renovation	(\$261,410 x 7.26128% x 1.25)	= \$ 23,727	
		+	\$ 42,709
<u>Total Fee:</u>			= \$ 48,144

2. In this example, separate fee percentages are derived for subscripts A and B because the design efforts are discontinuous or the building types are different. However, these factors do not apply to the elements within subscript B; which therefore use a combined base fee percentage and a split renovation multiplier.
3. For projects having prototype or repetitive buildings, designer fees will likely be negotiated or reduced by some method.



- A. **Owner will fill in the SBC-6 form and send to prospective Designer** for Designer signature and Designer attachment of insurance certificates, the sub-agreement for payment by direct deposit (ACH form), and the federal tax reporting form W-9.
- B. **Completion by the Designer:**
1. **Designer Signature:** Seven (7) counterparts will be signed by a principal legally empowered to bind Designer to Contract, and listed in B.3.3 on page 2 of the SBC-6. If a joint venture, a principle of each firm shall sign, and additional counterparts should be included to allow for providing an executed counterpart to each joint venture firm.
  2. **Designer Professional Liability Certificate of Insurance** shall be provided and attached to each Agreement counterpart by Designer. Refer to Part C of the SBC-6 *Guide for Completing Form*, found on page 2.02c, for the certificate's proper content.
  3. **Automatic Clearinghouse (ACH) Credits Form** shall be completed and attached to the Agreement by Designer as required in accordance with Article 7-9 of the SBC-6a. An example of the form can be found on Section 00543-2 of Appendix 2 - *Bidding Documents*. Original forms for execution will be provided. Complete the Form and attach an original Bank Deposit Slip for the account to be used. Joint Venture Designers shall complete an ACH Credits Form for a Joint Account.
    - a) Payments to Designer shall be made through Owner's automated clearinghouse wire transfer system.
    - b) Debit entries to correct errors authorized by the ACH Credits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. Corrections shall be made within two banking days of the effective date of the original transaction. Other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.
    - c) The Owner reserves the right to deduct from amounts which are or shall become due and payable to Designer under this or any contract between the parties any amounts which are or shall become due and payable to the State by the Designer.
  4. **W-9 Form** shall be completed and attached to the Agreement by Designer. The Owner will provide original forms for execution.
  5. Send all of the above, completed and compiled, to CPM for execution.
- C. **Execution of the Agreement:**
1. **Review and Approval:** The State Architect or his designee shall sign and date the contract.
  2. **Required State Signatures:** Signatures as required by the State Building Commission (SBC) and the Contracting State Agency.
- D. **Prospective Designer will use the following guide** to verify that the SBC-6 is filled in correctly. Contact Owner immediately should errors be identified.



## SBC-6: GUIDE FOR COMPLETING FORM

**A.1 The prospective Designer shall NOT fill in the Date of the Agreement.** The Owner will fill it in when the agreement is fully executed, and shall be the date when the last required signature is affixed to the agreement.

**The Designer firm or joint venture name** is filled in as Designer. The working address of the Designer is filled in normally.

**A.2 The Project Scope** corresponds to the program statement approved by the State Building Commission, and says: " WITNESS, whereas it is the intention of the Owner to...", followed by the official program statement.

**Maximum Allowable Construction Cost (MACC)**, is the construction "Bid Target" plus the construction "Contingency" as approved by the SBC.

**B.3.1 For the Designer's Basic Services**, the Phases to be completed from paragraph 2-1-1 through the paragraph indicated in Paragraph B.3.1 correspond to those authorized by the SBC for this project. (The Phases are fully defined in Paragraphs 2-1-1 through 2-1-41 of the SBC-6a).

**Lump Sum Fee:** (See Article 1 and Article 7 of the SBC-6a) Basic services normally are a Lump Sum. If construction is planned under multiple contracts or construction types, an attachment exhibit is included delineating fee calculation and apportionment to stages of design and construction.

**Multiple of Direct Expense:** Rates and premiums used here shall be the same as set forth below in Paragraph B.3.2 for Multiple Direct Expense and Additional Services.

**B.3.2** These Subparagraphs enumerates the Compensation for the Designer.

**B.3.3 Principals in the firm** are listed who are legally empowered to bind the Designer as shown in paragraph Part A.1 of the SBC-6 to the terms and conditions of this contract.

**B.3.4 Designers' consultants** are listed. "N/A" filled in if consultant discipline is considered not a factor in project. "IN-HOUSE" filled in if Designer to provide service. This subparagraph may require some discussion of the project between Owner and prospective Designer. List the Consultant Firm, the Consultant and the Consultant 'Professional Registration Number' (when applicable).

**C.1 Professional Liability Insurance (PLI)** basic minimum coverage is normally \$100,000.00, as set forth in Article 15 of the SBC-6a *Terms and Conditions*. Additional insurance requirements are necessarily considered on a per-project basis; however, it is customary to scale the limit of liability according to the project MACC, accordingly:

if MACC > or =	\$00	\$2,500,000	\$5,000,000	\$10,000,000	\$20,000,000
and <	\$2,500,000	\$5,000,000	\$10,000,000	\$20,000,000	\$40,000,000+
then PLI min =	\$100,000	\$250,000	\$500,000	\$750,000	\$1,000,000

- Certificates shall name insured, producer, carrier(s), and the "State of Tennessee" as certificate holder, with the correct address of the Contracting Agency.
- The Certificate shall stipulate ten (10) days prior written notice to certificate holder in the event coverage is changed or renewed.
- When the Designer is a JOINT VENTURE, the certificate shall recognize the Joint Venture relationship, and the limit of liability for each member of the Joint Venture shall be not less than the required total limit divided by the number of members (firms).
- Values of all limits and deductibles need to be given in like units.

**D.2 The schedule for completion of design phases** shall be set forth in calendar days. This part normally requires some discussion of the project between Owner and proposed Designer prior to contract.

NOTE: Time indicated to complete **Design Development Phase (DDP)** shall begin with written Notice To Proceed for the Project (SBC-6a Paragraph 2-1-1 through 2-1-21.)  
And, time indicated to complete **Contract Document Phase (CDP)** shall begin following approval of DDP and written Notice to Proceed (SBC-6a Paragraph 2-1-22 through 2-1-26.)



## 2.03 STANDARD FORM of SUPPLEMENT to AGREEMENT (SBC-6s)

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- A. The *Standard Form of Agreement between the Owner and Designer* (SBC-6) is normally supplemented for revisions in scope and funding using State Building Commission form SBC-6s - *Standard Form of Supplement to an Agreement between Owner and Designer*.
- B. **Owner will fill in the SBC-6s form and send to Designer** for Designer signature and, when appropriate, Designer attachment of updated insurance certificates, the sub-agreement for payment by direct deposit (ACH form), and the federal tax reporting form W-9.
- C. **Completion by the Designer:**
  - 1. **Designer Signature:** Seven (7) counterparts will be signed by a principal legally empowered to bind Designer to Contract, and, included in the list of principals applicable both before and after the Supplement. . If a joint venture, a principle of each firm should sign, and additional counterparts should be included to allow for providing an executed counterpart to each joint venture firm.
  - 2. **Designer Professional Liability Certificate of Insurance** may be required if prior certificates have expired.
  - 3. **ACH Credits Form** may be required for change in Designer name, bank, or account.
  - 4. **W-9 Form** may be required for change in Designer name.
  - 5. Send all of the above, completed and compiled, to CPM for execution.
- D. **Designer will use the following guide** to verify that the SBC-6s is filled in correctly. Contact Owner immediately should errors be identified.





## SBC-6s: GUIDE FOR COMPLETING FORM

**A.1 The Date of the Agreement** is to be filled in by the Owner when the agreement is fully executed, and shall be the date when the last required signature is affixed to the agreement.

**The Designer Firm or joint venture name** shall be indicated as the Designer on this Contract.

**A.2 The Project Title**, Location and SBC Number shall be indicated as identifying the Original Project.

**A.3 The Date of the Original Contract** as indicated in Part A.1 of the SBC-6.

**A.4 The Date or Dates of previous Supplement(s)** (SBC-6s) modifying the original Agreement.

**A.5 The Phases of the Design Services** as defined under Article 2 of the SBC-6a which applied to the original Agreement or subsequent Supplements.

**The Maximum Allowable Construction Cost**, MACC, as indicated in the original SBC-6 or subsequent Supplements.

**B.2.1 The Scope of Services** shall be renewed, revised, and/or confirmed in this paragraph.

**B.2.2 The Maximum Allowable Construction Cost**, MACC, shall be renewed, revised and/or confirmed in this Paragraph.

**B.3.1 The Designer's Basic Services**, shall be renewed, revised and confirmed in accordance with the new Scope and/or Budget and the Design Services required. (Paragraphs 2-1-1 through 2-1-41 are fully defined in Article 2 of the SBC-6a.)

**B.3.3 The Compensation to the Designer** shall be modified and/or confirmed in accordance with the Standard Terms and Conditions for Agreements between Owner and Designer (SBC-6a).

**C.1 The Limits of the Professional Liability Insurance** (PLI) shall be in accordance with the requirements as set forth in Part C.1 of the SBC-6.

**D.1 A schedule for completion of design phases** shall be set forth. This subparagraph will require some discussion of the project between Owner and proposed Designer. Time durations should be revised and/or confirmed for changes in scope, time and/or budget as impacting the project as defined in Article 2 of the SBC-6a.

The Time indicated to complete the Contract Document Phase (CDP) shall begin following approval of the DDP and upon written Notice to Proceed. (Paragraph 2-1-22 through paragraph 2-1-26 of the SBC-6a)



## 2.04 PAYMENTS

### A. Procedures to follow for all pay requests:

1. **IMPORTANT - On each invoice, identify:**
  - Firm name and address;
  - the project and SBC project number;
  - ending date of services billed.
2. **Bill separately reimbursable expenses from additional services** so that disagreement over one type item will not hinder payment for others.
3. **Attach a copy of Owner's authorization letter** for services that require prior-approval.
4. **Submit original statement and one copy to OBF** (and not to CPM - see page 1.03 for OBF information.)

- B. Payment For Basic Services:** Subdivide lump sum payments for Basic Services to indicate extent of services thus far provided, prior payments, and balance due. Differentiate between portions of project that are progressing on different timetables or subject to separate approvals.

#### Example Billing Breakdown:

BASIC SERVICES	PCT	FEE	PCT	DUE AMT	PREV BILLED	REMIT
Program Phase	3	1,281	3	1,281	1,281	0
Schematic Phase	12	5,125	12	5,125	5,125	0
Des Dev Phase	25	10,677	25	10,677	10,677	0
Const Doc Phase	30	12,813	30	12,813	6,406	6,407
Bidding Phase	3	1,281	0	0	0	0
Constr Phase	23	9,823	0	0	0	0
Close-out Phase	4	1,708	0	0	0	0
<b>SUB - TOTAL</b>	<b>100</b>	<b>\$42,708</b>	<b>70</b>	<b>\$29,896</b>	<b>\$23,489</b>	<b>\$6,407</b>

- C. Payment For Additional Services:** Hourly and other direct expenses require CPM approval before work is started. On invoice, provide description of Additional Services performed. Itemize expenses under an appropriate heading. Attach applicable receipts. The hourly rate for principals' time is a maximum hourly rate; the rate for employee's time, including allowable multipliers, cannot exceed the rate for a principal.

#### Example Billing Breakdown:

(attach timesheets & synopsis):

ADDITIONAL SERVICES	RATE	HOURS	DUE	PREV BILLED	REMIT
Principal Dave	125 x 1.00	15.0	1,875.00	500.00	1,375.00
Principal Jane	125 x 1.00	22.5	2,812.50	1,250.00	1,562.50
Employee Susan	16 x 2.45	10.0	392.00	0	392.00
Employee Darth	12 x 2.45	15.0	441.00	150.00	291.00
Consultant Jim	40 x 1.20	4.0	192.00	0	192.00
<b>SUB - TOTAL</b>			<b>\$5,712.50</b>	<b>\$1,900.00</b>	<b>\$3,812.50</b>



#### D. Payment For Reimbursable Expenses:

1. **Surveys, Reports, and Tests:** (i.e. survey work, geotechnical investigations, air monitoring services) require CPM approval before work is started.
2. **Printing Costs:** Pre-approved rates and other instructions for printing Bidding Documents are provided on page 5.01.
3. **Travel Expenses:**
  - a) **Itemize** all applicable travel expenses using the form titled "*State of Tennessee Claim for Travel Expenses*", provided in Appendix 1 - *Administrative Forms*.
  - b) **Maximum amounts** which may be claimed will be stipulated by Owner's current "*State Comprehensive Travel Regulations*", as they may be revised from time to time. For applicable projects, the Owner should provide a copy of these regulations to the Designer.

NOTE: Travel expenses come into effect only if travel is required outside a fifty (50) mile radius of the Designer's or Designer's Consultant's principal place of business. Therefore, travel within the 50-mile radius cannot be reimbursed. EXAMPLE: A trip is taken outside 50-mile radius, and the mileage total (out-and-back) comes to 170 miles. The actual number of miles that is reimbursable equals 70 miles (170-50-50 = 70).
4. **Costs not reimbursable include:** Postage, delivery, and other handling costs for design submittals, bidding documents, construction documents, and correspondence. Transmittal of bid results via Express Mail is reimbursable. (See 5.09.A.1)
5. Attach statements and summarize reimbursable expenses within the invoice under the heading of "Reimbursable Expenses". If statements are not itemized, include itemization in summary.

#### Example Billing Breakdown:

(attach direct invoices):			
REIMBURSIBLE EXPENSES	COST	MULTI	AMT DUE
Sub A printing	655.00	1.00	655.00
Travel Costs	524.62	1.00	124.62
Sub A Air-Monitor	1,200.00	1.20	1,440.00
Surveys	3,200.00	1.20	3,840.00
GeoTechnical	1,500.00	1.20	1,800.00
<b>SUB - TOTAL</b>			<b>\$7,859.62</b>

6. **Contact OBF** (See page 1.03) to obtain further clarification regarding any of the above items.

CHAPTER 2 END



## Chapter Three

# PROJECT DESIGN

### 3.01 INITIATING DESIGN

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- A. The Designer provides professional services** for the project in accordance with the terms and conditions of the Owner/Designer Agreement. In fulfilling those obligations, the Designer should adhere to the following procedures unless specifically approved otherwise by Capital Projects Management (CPM).
- B. General Procedures:**
1. Exact title of project and SBC Number shall be used on all invoices, correspondence and documents.
  2. Designer document submittals to Owner shall be labeled to identify the design phase for which they are provided, and shall bear a reference date (i.e.: date of issue.) Owner will determine the number of copies of submittals and their distribution at project start.
  3. Designer will receive written approval of Owner before proceeding with each phase.
  4. Designer shall take minutes at design phase review meetings and provide written minutes within a reasonable time thereafter.
- C. Building Codes and Regulatory Requirements** used for State Building Commission projects, and their sources, are identified in Appendix 2 - *Bidding Documents*, Section 01411 - *Basic Regulatory Requirements*. Depending on the use of the building, other codes or regulations may also apply. CPM and the Fire Marshal's Office will cooperate with the Designer to develop a solution to conflicts between codes requirements and user requirements that meets the criteria for the project. Code usage may be revised or augmented, and Designers should keep themselves apprised of current codes and adoption dates.
- D. State Fire Marshal Review:**
1. Designer should obtain a concept review early in nearly every project, to allow ample opportunity for early identification of problems.
  2. If the project requires review by the State Fire Marshal, Designer shall submit two (2) complete, signed and sealed sets of final documents for review at the earliest appropriate opportunity. **The Fire Marshal's approval letter must be obtained before a bid date will be assigned by the CPM Bidding Administrator.**
  3. Make submittals directly to the State Fire Marshall. The Plans Review Submittal Form needed with the first submittal is available from the State Fire Marshal's Office.
  4. Designer does not pay review fee; State agencies pay the review fee internally. In estimating the review fee for the Plans Review Submittal Form, pay careful attention to the fee table and exemption provisions on the back of the form. Send (preferably FAX) a copy of the draft form to the CPM Project Manager for review prior to submittal to the State Fire Marshal.



- A. Normally, the Owner will have a Program sufficiently well developed**, as called for under the terms of the Owner/Designer contract for the project. The Owner may authorize the Designer to provide additional services in the further development of the Program.
- B. The project will begin with a Pre-Design Conference.** The Owner will provide to the Designer a written Program sufficient to establish the Owner's functional objectives; including space requirements and relationships, time and budget constraints and other special criteria in sufficient detail to allow the Designer to carry out the design.
- C. Suggested agenda for a Pre-Design Conference:**
1. Procedures:
    - a. The State as Owner: roles of the State Building Commission, the User Agency, and Capital Projects Management; sources of funding; and, whether project centralized or non-centralized.
    - b. Processing of A/E Agreement (if not completed).
    - c. The Designers' Manual (latest edition).
    - d. Supplemental A/E Agreement and additional services.
    - e. General Procedures (See page 3.01).
    - f. Designer Invoices and Payments.
    - g. Procedures for design phase reviews.
    - h. Resolution of conflicting instructions.
  2. The Program:
    - a. Discussion of Program and Scope constraints.
    - b. Time and Budget constraints and allocations.
    - c. Owner's "needs" and preliminary concepts for developing design "solutions".
    - d. Energy budget or energy efficiency goals, if applicable.
    - e. Real property considerations.
  3. Team and Strategy:
    - a. Special consultant(s) and their contractual relationship with Designer.
    - b. Obtaining soils testing, surveys, information on utilities, etc.
    - c. Code compliance, Fire Marshal approvals, and accessibility.
    - d. Applicability of and criteria for Owner's energy efficiency design requirements.
    - e. Applicability of and criteria for building commissioning.
    - f. Establishment of schedule for design and construction.
    - g. Potential matters beyond the scope of contract that may be required of Designer.
- D. Designer shall verify the Program.** A Program Phase review meeting(s) may be required; depending on the complexity of the project and the extent to which the Owner needs to clarify the Program. Ultimately, verification includes:
1. Designer articulation of the functional and departmental objectives of the project based on the Program in a narrative presentation.
  2. Designer advisement with respect to confirmation of: time and budget, the selection of the site, the relationship of the project to other structures and facilities, and the scope and functional aspects of the Program - thus leading to a successful design solution.
  3. Designer acknowledgement of energy efficient design requirements and energy budget or goal. Additionally, the verification shall address any commissioning requirements.
  4. Designer shall reconfirm schedule and request written approval from CPM and, if non-centralized, the User Agency, of the Program Phase before proceeding with the Schematic Design Phase.



**A. Early in SDP, prepare and submit to Owner a proposal for:**

- surveying;
- geotechnical / hazardous materials investigations;
- and other such special services as may be needed.

The proposal may recommend preliminary scope of work, with detailed follow-up studies and reports. Discuss service and price with several (usually, at least three) qualified firms. Obtain prior approval of firm and cost before authorizing work to proceed. In the proposal:

1. Identify the firms that submitted proposals, their prices, and the recommended firm for providing services. Cost should be considered as one of the factors in determining which firm to recommend; however, cost may not necessarily be the controlling factor.
2. Identify a timetable for obtaining services that provides adequate time for Owner to review and approve proposal.
3. Have an attached itemization of direct costs from the firm.
4. Identify the projected maximum Owner's cost including applicable Designer multiplier.

**B. Develop a Schematic Design, which normally includes:**

- An analysis of the site, including flood zone designation(s).
- Conceptual diagrams, visual studies, and schematic drawings of the approved design concept.
- A narrative description of building systems, including energy efficiency and water conservation design strategies considered and adopted for integration into the design.
- An estimate of probable project construction cost (including site, utilities, built-in equipment), and utility operational cost.
- Additional consultant services, reimbursable expenses, etc.

Once developed, a review meeting will be scheduled, normally within 7 days, so that the Designer may show the progress to date, confirm the remainder of the schedule, and obtain written approval before proceeding with the Design Development Phase.

**C. Suggested agenda for an SDP review:**

1. Consideration of Program Requirements.
2. Conceptual diagrams of alternate approaches to program requirements.
3. Analysis of site.
4. Determine highest risk flood zone designation for insurance purposes.
5. Relationship to master plans, land use, local zoning, permits, environment, circulation, mass transportation, traffic, parking, telecommunications, utilities, fire & life safety.
6. Integration of the commissioning process.
7. Review conceptual energy analysis and proposed energy efficiency and water conservation design strategies.
8. Functional Relationships.
9. Visual studies in diagrammatic form or in model form.
10. Determine if the project requires review now by regulatory authorities or State coordinating authorities.
11. Cost Estimate and Unit Costs.
12. Selection of a Design concept and completion of schematics.
13. Confirm schedule.
14. Written approval from the Owner.



- A. The design must follow two prescripts** as required by the State Building Commission (SBC):
- the design shall be within the project Scope;
  - the design's construction cost estimate shall be within the Target, i.e., the Maximum Allowable Construction Cost (MACC) less contingency.
1. A cost estimate that is less than the *Budget* Target does not allow for the addition of out-of-scope design elements unless approved by the SBC. Likewise, a cost estimate that is greater than the *Budget* Target must be approved by the Contracting Agency and the State Architect for Owner assurance that a sufficient contingency will be available to complete the construction work.
  2. Bid alternates are used only to bring the base bid cost estimate to within the *Bid* Target, i.e., the MACC less the Owner-approved contingency. Bid alternates are used only for in-scope items, shall be no more than three in number, and the item(s) listed in descending order of need.
- B. Presentation of the design concept to the State Building Commission (SBC)** is normally required during the Design Development Phase for any new facility or major addition.
1. The Designer shall make such presentation during a regular-scheduled SBC meeting. Presentation of this "Early Design Stage" may occur as soon as the Schematic Design Phase is complete, and is required before the Design Development Phase can be approved as complete.
  2. Under special circumstances, such presentation may be required within the course of other design phases, or at other forums.
- C. Prepare to discuss** any aspect of the design and to present:
1. **Preliminary drawings**, prepared in any medium, conceptual and accurate, but not so detailed as to detract from the legibility and functional relationships of structures. A perspective study is not required and may be included only if it helps explain the project. Normally, neither renderings nor models shall be presented. Include:
    - a. site plan (show relationship to adjacent buildings);
    - b. floor plan(s);
    - c. elevations; and,
    - d. typical exterior wall or building section(s).
  2. **A two- or three-page summary** of the building and related features, briefly explaining:
    - a. the Program and the facility function;
    - b. orientation map, sufficient to acquaint SBC members of the project location;
    - c. the site, its location, and the results of geotechnical investigations and other test reports;
    - d. the facility plan, relation to Master Plan, and major functional relationships of the building;
    - e. the systems used for foundation, structure, walls, roof, windows, finishes, plumbing, HVAC, and electrical service; and,
    - f. energy efficiency and water conservation measures, fire protection systems, barrier-free accommodations, and other special features contributing to the solution.
    - g. commissioning scope, if required.
  3. **Statistical analysis** of gross, net, and usable square footage, SBC approved construction cost versus Designer's estimate, cost per sq. foot, and energy analysis.



- A. Develop and submit to the Owner a fully developed design concept** based on the approved Schematic Design Phase. When required, include exterior perspective drawings and working models and/or renderings at a mutually agreed scale.
- B. Specialized consultation with the following F&A teams** (see 1.03) may be required. Each team has specific design requirements that must be incorporated into the design.
  - 1. F&A Office of Information Resources (OIR)** shall be consulted whenever a project involves telecommunications/computer networks.
  - 2. F&A Office of Facilities Management** shall be consulted whenever a project involves space utilization (but normally office space) involving complex spatial relations.
  - 3. CPM State Building Energy Management** shall be consulted whenever a project involves new construction or energy related renovation or modification.
  - 4. CPM State Environmental Management** shall be consulted whenever a project involves the installation or removal of hazardous substances or their containers.
- C. If a building plaque is required by the Owner**, then Owner will provide a conceptual plaque layout. Refer to the sample plaque in Appendix 1. The layout will include the verbiage required and general order of appearance necessary for the Designer to develop a scaled design.
- D. Update narrative description of building systems**; including energy use analysis, projected utility operational costs, energy efficiency and water conservation approach & design features, and energy management systems to demonstrate compliance with Owner's energy efficiency design requirements.
- E. Arrange a concept review with the State Fire Marshal's office** once design development is considered by the Designer to be complete, and the Designer has submitted the required documents and materials to the Owner.
- F. Following receipt of the Designer's DDP submittal** by the Owner (and after the concept review with Fire Marshal) a review meeting will be scheduled, normally within 7 days. The Designer shall show the progress to date, confirm the remainder of the schedule, and obtain written approval before proceeding with the Construction Document Phase.
- G. Suggested agenda for a DDP review:**
  - 1.** Site plan, with contours and applicable cross-sections.
  - 2.** Elevations, exterior perspectives, model, or renderings.
  - 3.** Floor plans, gross & net area, circulation, building sections, design details.
  - 4.** Preliminary furnishings and equipment list and plans, if required.
  - 5.** Plumbing, Electrical, Mechanical, and Structural Plans.
  - 6.** Preliminary specifications.
  - 7.** Building systems narrative and energy use analysis.
  - 8.** Preliminary quantity-based cost estimate, with escalation factors to projected bid date, and final fee adjustment, if needed.
  - 9.** Internal and external coordination issues such as for telecommunications, land acquisition, equipment, furniture, etc.
  - 10.** Bidding and Contract Documents:
    - a.** Evaluate administrative and procedural needs.
    - b.** Begin defining Allowances, Alternates, and Unit Prices, if any are to be used.
    - c.** Select front-end documents to use based on cost and scope.
    - d.** Confirm that Designer has current Designers' Manual, plus updates (esp. updated Wage Rates & Regulatory Requirements.)
    - e.** Agree on overall format, organization, compilation, and production.
  - 11.** Confirm status of reviews by regulatory authorities.
  - 12.** Confirm schedule.
  - 13.** Written approval from Owner.





- A. Upon approval of the Design Development Phase**, and authorization to proceed with the Construction Documents Phase, proceed to prepare preliminary Bidding and Contract Documents for review.
- B. Prepare the Project Manual** in accordance with Chapter 4 - *Project Manual Guide*, and utilizing Appendix 2 - *Bidding Documents*; as included in the current Designers' Manual.
  - 1. Project Manual format** shall be 8.5 inch wide by 11-inch pages, printed two-sided with each section beginning on a right-hand page, and bound on the left margin, unless approved otherwise.
- C. Prepare the Drawings**, unless otherwise approved, to include a title sheet, site location map, and list of drawings matching that in the Project Manual.
  - 1. Drawing sheet dimensions** for the bidding documents should be determined after consulting with the Project Manager. Half-size sets may be requested of bid document sets larger than 11X17.
- D. Final Revision of building systems narrative**; including energy use analysis, projected utility operational costs, energy efficiency and water conservation approach & design features, and energy management systems to demonstrate compliance with Owner's energy efficiency design requirements.
- E. Submit a minimum of 3 sets** of preliminary Bidding and Contract Documents, plus the DDP markup set, to CPM for review. Upon submission, a review meeting will be scheduled, normally within 7 days, and held at CPM with Designer and Owner in attendance.
- F. Suggested agenda for a CDP review:**
  - 1.** Confirm DDP cost estimate and energy analysis, and advise CPM in writing of any change.
  - 2.** Verify that submittals have been made to proper authorities, such as Fire Marshal, and that approvals are in-hand or are due prior to release for bids.
  - 3.** Review of final draft bidding documents.
  - 4.** Confer and agree on construction timetable, Contract Days, and Liquidated Damages.
  - 5.** Confer and agree on cost and number of bid sets.
  - 6.** Determine if a Pre-Bid Conference is to be held. In either case the Designer shall notify holders of record documents in writing.
  - 7.** Review information required in the Invitation to Bid and Advertisement for Bids for completeness (except establishment of bid date).
  - 8.** Review Instructions to Bidders, and applicable supplementary instructions.
  - 9.** Discuss Bidding Phase, with particular emphasis on public advertisement, document distribution, Pre-Bid Conference and agenda, bid opening procedures and Bid Tab, notifications, and recommendations.
  - 10.** Determine timetable for completion of CDP and commencing to Bid Phase as outlined in Part 3.07 on the following page. Designer is to make revisions identified by Owner prior to printing.
  - 11.** Contract award process and Pre-Construction Conference.
  - 12.** Confirm Design Team's Representatives for the Construction Phase.
  - 13.** Discuss commissioning specifications and implementation issues, if required.
  - 14.** Verify that all energy saving design features are reflected in the construction documents and that Owner's energy efficiency design requirements have been achieved.



- A. Upon approval of the Design Development Phase**, and authorization to proceed with the Construction Documents Phase, proceed to prepare preliminary Bidding and Contract Documents for review.
- B. Prepare the Project Manual** in accordance with Chapter 4 - *Project Manual Guide*, and utilizing Appendix 2 - *Bidding Documents*; as included in the current Designers' Manual.
  - 1. Project Manual format** shall be 8.5 inch wide by 11-inch pages, printed two-sided with each section beginning on a right-hand page, and bound on the left margin, unless approved otherwise.
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  - 1. Drawing sheet dimensions** for the bidding documents should be determined after consulting with the Project Manager. Half-size sets may be requested of bid document sets larger than 11X17.
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- F. Suggested agenda for a CDP review:**
  - 1.** Confirm DDP cost estimate and energy analysis, and advise CPM in writing of any change.
  - 2.** Verify that submittals have been made to proper authorities, such as Fire Marshal, and that approvals are in-hand or are due prior to release for bids.
  - 3.** Review of final draft bidding documents.
  - 4.** Confer and agree on construction timetable, Contract Days, and Liquidated Damages.
  - 5.** Confer and agree on cost and number of bid sets.
  - 6.** Determine if a Pre-Bid Conference is to be held. In either case the Designer shall notify holders of record documents in writing.
  - 7.** Review information required in the Invitation to Bid and Advertisement for Bids for completeness (except establishment of bid date).
  - 8.** Review Instructions to Bidders, and applicable supplementary instructions.
  - 9.** Discuss Bidding Phase, with particular emphasis on public advertisement, document distribution, Pre-Bid Conference and agenda, bid opening procedures and Bid Tab, notifications, and recommendations.
  - 10.** Determine timetable for completion of CDP and commencing to Bid Phase as outlined in Part 3.07 on the following page. Designer is to make revisions identified by Owner prior to printing.
  - 11.** Contract award process and Pre-Construction Conference.
  - 12.** Confirm Design Team's Representatives for the Construction Phase.
  - 13.** Discuss commissioning specifications and implementation issues, if required.
  - 14.** Verify that all energy saving design features are reflected in the construction documents and that Owner's energy efficiency design requirements have been achieved.



**A. Following is a typical sequence of events** for completing Construction Document Phase and commencing Bidding Phase, after the CDP review meeting:

1. Designer takes comments received from Owner regarding the draft Bidding Documents, and proceeds with revisions.
2. Owner obtains Wage Rate Determination and forwards to Designer.
3. Designer receives Wage Rate Determination, incorporates these in Bidding Documents, and completes other final revisions.
4. Designer submits final, signed and sealed, draft Bidding Documents, plus the CDP markup set, to CPM.
5. CPM confirms revisions per CDP review meeting, assigns Bid Date, and informs Designer and User Agency.
6. Designer adds Bid Date to Bidding Documents, sends documents to printer, and sends copy of Advertisement for Bids to newspaper(s) with publication order.
7. Advertisement for Bids is published in newspaper(s), printing is completed, and Bidding Documents are provided to plan rooms, User Agency, and CPM.

**See Chapter 5 - Bidding,**  
*for further and more detailed instructions with some of the above items ...*

<b>CHAPTER 3 END</b>
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# Chapter Four

## PROJECT MANUAL GUIDE

for General Work using CPM Standard documents

### REFERENCE TABLE

Page	Reference	
<b>INTRODUCTORY INFORMATION</b>		
4.01	00000	General Guidelines
4.02	00001	Cover and Title Page
4.02	00010	Table of Contents
4.02	00015	List of Drawings, Tables, and Schedules
<b>BIDDING REQUIREMENTS</b>		
4.03	00110	Advertisement for Bids
4.03	00130	Invitation to Bid
4.04		Bid Locations
4.05		Plan Rooms
4.06	00200	Instructions to Bidders
4.06	00210	Special Supplementary Instructions to Bidders
4.06	00300	Information Available to Bidders
4.07	00400	Bid Form
4.07	00400	Special Bid Form Supplements
4.07	00430	Special Bid Document Enclosures
<b>CONTRACT FORMS</b>		
4.08	00500	Agreement Forms
4.08	00500	Special Agreement Forms
4.08	00600	Bonds and Certificates
<b>CONDITIONS OF THE CONTRACT</b>		
4.09	00700	General Conditions
4.09	00800	Supplementary Conditions
4.10	00800	Special Supplementary Conditions
4.10	00800	Special Additional Supplementary Conditions
<b>ADDENDA AND MODIFICATIONS</b>		
4.10	00910	Addenda

*Table continues next page .....*



## **SPECIFICATIONS**

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4.11		Requirements for All Specifications
		<b>GENERAL REQUIREMENTS</b>
4.12	01100	Summary
4.13	01210	Allowances
4.13	01230	Alternates
4.13	01250	Contract Modification Procedures
4.14	01270	Unit Prices
4.15	01290	Payment Procedures
4.15	01310	Project Management and Coordination
4.15	01320	Construction Progress Documentation
4.15	01330	Submittal Procedures
4.16	01350	Special Procedures
4.17	01390	Administrative Logs
4.17	01410	Regulatory Requirements
4.17	01450	Quality Control
4.18	01500	Temporary Facilities & Controls
4.19	01600	Product Requirements
4.19	01700	Execution Requirements
4.20	01770	Closeout Procedures
4.20	01780	Closeout Submittals
4.21	01810	Commissioning
4.21	01820	Demonstration and Training
4.21	01830	Operation & Maintenance
4.21	01840	Maintenance Agreements
		<b>TECHNICAL SPECIFICATIONS</b>
4.22	02000	Sitework
4.22	07000	Thermal and Moisture Protection
4.22	13215	Underground Storage Tank Installation
4.23	13845	Alarm and Detection Systems
4.23	14200	Elevators
4.23	15900	HVAC Instrumentation and Controls (Commissioning)



## 00000 GENERAL GUIDELINES

- A. This Guide is provided to aid the Designer in preparing the Project Manual so that it complies with requirements and customary practices of the State Building Commission (SBC). The staff of Capital Projects Management (CPM) is available to discuss these requirements.
- B. Before assembling the Project Manual, most likely at the time outline specifications are developed, confirm with CPM on the use of documents for **“General Work”** or **“Minor Work and Procurement”**.
1. **General Work Documents** are intended for most projects, and is required if federal funding is directly involved or if there is a possibility that a contract of \$50,000 or more might be awarded.
  2. **Minor Work Documents** are intended for limited scope projects with three or fewer specification Divisions 2 through 16, and having no real possibility of a contract exceeding \$50,000.
  3. **Procurement Documents** are intended for direct purchases of equipment or furnishings involving little or no on-site construction. Their format follows that of Minor Work Documents.
- C. **Standard Bidding and Contract Documents**
1. **Standard documents and guides** are available for many of the Bidding Requirements, Contract Forms, Conditions, and Division 1 Specifications. Become thoroughly familiar with these documents, and use them as provided when text is appropriate.
  2. **Bidding documents by CPM are identifiable by their footer**, in which the document number and name are prefaced with the Owner mark “CPM”, and a three-character set identifier “Std” for Standard. The document number, name, and version date follow. These are referenced in this guide without preface.
  3. **Example text for documents requiring editing** is provided in this chapter, and example guide (“Gde”) documents are included in Appendix 2 - *Bidding Documents*. Do not retype others unless so approved by CPM.
  4. **All most-current documents are downloadable from the CPM website**. Edit/Gde documents can be downloaded as a “MSWord” (.doc) electronic file. Refer to the Appendix 2 Reference Table for documents having the “.doc” File Code.
  5. **Special usage bidding documents needed for certain projects** are referenced in this guide for their appropriate usage, and on the CPM website. Refer to the Appendix 2 Reference Table for documents having a non-Std special Use Code.
- D. Be familiar with applicable portions of:
1. **AIA Handbook of Professional Practice**  
Available from: AIA Tennessee (615) 255-3860  
209 10th Avenue South, Suite 506  
Nashville, Tennessee 37203
  2. **CSI Manual of Practice**  
Available from: Construction Specifications Institute (800) 689-2900  
601 Madison Street  
Alexandria, Virginia 22314
- E. Prepare the Project Manual in accordance with the **1995 CSI Manual of Practice** or latest version, unless approved otherwise. **AIA** documents are available for review at the Tennessee Society of Architects office, and **CSI** documents are usually available for review in the Business Section of many public libraries.
- F. Tailor the Project Manual to the project. Do not include provisions that are inapplicable to the project. Ensure that Bidding and Construction Documents are thoroughly coordinated, complete, concise, and free from redundancy.
- G. It is the intent of the SBC that construction contracts are procured through procedures promoting competition to the greatest extent possible. Language in the Bidding Documents placing limitations contrary to this intent that is beyond State Licensing Law requirements is not normally allowed. Use of language such as “minimum ‘number’ years experience” or “minimum ‘number’ projects completed” must be approved by the State Architect on behalf of the SBC.



## 00001 COVER AND TITLE PAGE

- A. The COVER of the Project Manual may be any style or format that suits the Designer if a title page consistent with this guide is included. The cover shall at least include the project title.
- B. The TITLE PAGE may be omitted if the cover provides the prescribed content. A title page, if used, shall always provide the prescribed content.
- C. The DESIGNER'S SEAL AND SIGNATURE is to be affixed to only the cover and/or title page that follow the prescribed format. The Designer's seal and signature are required by statute, and those of major consultants are recommended to ensure compliance (T.C.A. Section 62-2-306(b)).
- D. PRESCRIBED FORMAT AND CONTENT:

EXAMPLE:

**PROJECT MANUAL**

*Date of Reference*

For the Project Titled:

*A brief name for the Work*

*Name of facility where the Work is located*

*Facility location (city, state)*

*SBC or CPM Project No.*

**OWNER**

STATE OF TENNESSEE,

*Contracting Agency*

*for User Agency*

**DESIGNER**

*Name of Design firm*

*address*

*phone/fax number*

**PROJECT MANUAL**

July 13, 2002

For the Project Titled:

**MUSEUM ADDITION**

**GREEN ACRES STATE PARK**

**HOOTERVILLE, TENNESSEE**

**SBC PROJECT No. 126/099-02-01**

**OWNER**

**STATE OF TENNESSEE,**

Department of Finance & Administration

for Department of Environment & Conservation

**DESIGNER**

**Archie Tekt & Associates, Inc.**

123 Godaddy Pike, Comesee, TN 37777

Tel (615) 123-4567 Fax (615) 123-4568

Additional graphics and information are acceptable, provided the standardized content requirements are met. For example, the Designer may elect to add:

**CONSULTING ENGINEERS**

*Name of discipline (i.e.: STRUCTURAL)*

*Name of consulting firm or individual*

*Name of second discipline*

*etc.*

## 00010 TABLE OF CONTENTS

- A. Provide a Table of Contents for the entire Project Manual. Do not refer to the Table of Contents as an "Index". Also, do not provide a table of contents for each Division at its beginning.

## 00015 LIST OF DRAWINGS, TABLES, and SCHEDULES

- A. Provide a list of project drawings, schedules, tables, and details. Differentiate between:
1. Those bound within the Project Manual. These drawings should be bound in after the specifications, so as to be consistent with the order in which this list follows the list of specifications in the Table of Contents.
  2. Those bound as separate companion volume(s), with date.



**00110 ADVERTISEMENT FOR BIDS**

- A. Use or follow the standard:

**00110 Advertisement for Bids**

*(Editable .doc)*

- B. The standard uses preferred wording and is formatted to provide space for filling in information for a particular job. Retype without modifying any standard wording, or type on a copy of the standard, filling in the blank areas with information consistent with 00130 Invitation to Bid, but less formal and more briefly, utilizing common abbreviations when possible. For example:

**Project:** Museum Addition, Greene Acres State Park, Hooterville, TN, SBC Project 126/099-02-01

**Bids Received:** at Tn DoT Region 2 HQ Bureau of Operations Building, 4005 Cromwell Rd, Chattanooga TN 37421 until 2:00 PM Local Time 7-March-2002

**Plan Rooms:** AGC Chattanooga, F.W.Dodge Chattanooga, Chattanooga Builders Exchange

**Plan Deposit Amount:** \$1,000

**Designer:** Archie Tekt @ Archie Tekt & Associates, 123 Godaddy Pike, Comesee, TN 37777

Tel (615)123-4567 Fax (615)123-4568

**Pre-Bid Conference:** at Project Site, Park Headquarters Bldg, 10:00 AM Local Time 21-Feb-2002

**00130 INVITATION TO BID**

- A. Use or follow the standard:

**00130 Invitation to Bid**

*(Editable .doc)*

- B. The standard uses preferred wording and is formatted to provide space for filling in information for a particular job. Retype without modifying any standard wording, or type on a copy of the standard, filling in the blank areas thus:

1. **Project:** The official project title, including SBC number.
2. **Designer:** The design firm name and address, contact person, and phone & fax numbers, to be the primary source for obtaining Bidding Documents and channeling inquiries. Joint venture Designers should use a single address, contact person, and phone/fax numbers.
3. **Brief Project Description:** Work description in 25 words or less.
4. **Pre-Bid Conference:** Where and when, or, if yet to be determined or otherwise, stated as such.
5. **Bids sent by mail:** To whom and where: Refer to following No. 6.
6. **Bids will be received and opened:** Where and when: Page 5.10 provides a map delineating regional bidding locations. Appropriate wording corresponding to each location is given on page 4.04. The CPM Bidding Administrator, who also establishes time and date, should settle questions about where.
7. **Bidding Documents may be examined...:** List applicable plan rooms, giving name and city, omitting address and phone number. A list of commonly used plan rooms is given on page 4.05.
8. **Bidding Documents may be obtained...:** Indicate amount of plans deposit. This should be approximately 1/1000th of the estimated construction cost rounded to the nearest \$10, but neither less than \$50 nor more than \$1,000 for each set. In rare cases documents may be made available without deposit, in which case this sentence is normally supplanted by:

"Bidding Documents may be obtained from the Designer in accordance with the Instructions to Bidders upon request and without plan deposit."

- C. Mention of Prevailing Wage Law can be deleted if the project is significantly less than \$50,000 in value. (See page 4.01; consider Minor Work Documents.)
- D. Additional information may be appropriate for some projects, such as identifying a contact person for scheduling a pre-bid site visit.





**Bids will be received:**

(See 00130/B.4)

Bids will be received by  
the State of Tennessee at:

Bids sent by mail should be  
directed to the attention of:

**a. For projects located in the TRI-CITIES Region, use:**

US Armed Forces Reserve Center  
HQ 176 Maintenance Battalion  
Tn Army National Guard  
251 Don May Road  
Johnson City, Tennessee 37615

CPT William Del Castillo  
HQ 176 Maintenance Battalion  
Tn Army National Guard  
253 Don May Road  
Johnson City, Tennessee 37615

**b. For projects located in the KNOXVILLE Region, use:**

Tn Dot Region 1 Headquarters  
7345 Region Lane  
Knoxville, Tennessee 37914

Ms. Ruth Beason  
Regional Office Manager  
P. O. Box 58  
Knoxville, TN 37901

**c. For projects located in the CHATTANOOGA Region, use:**

Tn Dot Region 2 Headquarters  
Bureau of Operations Building  
4005 Cromwell Road  
Chattanooga, Tennessee 37421

Mr. Bob Brown  
*Regional* Director  
P. O. Box 22368  
Chattanooga, TN 37422-2368

**d. For projects located in the NASHVILLE Region, use:**

William R. Snodgrass Tennessee Tower  
Conference Center North, Robertson Room  
3<sup>rd</sup> Floor, 312 Eighth Avenue North  
Nashville, Tennessee 37243-0300

Mr. Richard Marr  
William R. Snodgrass Tennessee Tower  
Suite 2100, 312 Eighth Avenue North  
Nashville, Tennessee 37243-0300

**e. For projects located in the JACKSON Region, use:**

Tn DoT Region 4 Headquarters  
300 Benchmark Place  
Jackson, Tennessee 38301

Mr Johnny Utley  
Regional Office Manager  
P. O. Box 429  
Jackson, TN 38302

**f. For projects located in the MEMPHIS Region, use:**

3/115 Field Artillery Battalion  
National Guard Armory  
2610 East Holmes Road  
Memphis, Tennessee 38118

SFC William Jerome  
P.O.Box 30429  
Memphis, TN 38130-0429



**Major market PLAN ROOMS used by the State Building Commission:**

(See 00130/B.5)

Do not include *italicized* portions in Invitation to Bid.

**a. TRI - CITIES:**

Associated General Contractors  
249 Neal Drive  
Blountville, TN 37617  
(423) 323 - 7121

**b. KNOXVILLE:**

F. W. Dodge Corp. Plan Room  
400 Bearden Park Circle  
Knoxville, TN 37919  
(865) 584 - 0193

Knoxville Builders Exchange  
301 Clark Street N.W.  
P. O. Box 226 (37901-0226)  
Knoxville, TN 37921  
(865) 525 - 0443

Construction Market Data  
622 Leroy Avenue  
Knoxville, TN 37921  
(865) 546 - 5573

**c. CHATTANOOGA:**

F. W. Dodge Corp. Plan Room  
5800 Building, Suite 900  
5708 Uptain Road  
Chattanooga, TN 37411  
(423) 892 - 1780

Chattanooga Builders Exchange  
2100 South Greenwood Ave.  
P. O. Box 3124 (37404)  
Chattanooga, TN 37404  
(423) 622 - 1114

Associated General  
Contractors  
101 West 21st Street  
Chattanooga, TN 37408  
(423) 265 - 1111

**d. NASHVILLE:**

F. W. Dodge Corp. Plan Room  
Suite 200, 1604 Elm Hill Pike  
Nashville, TN 37210  
(615) 366 - 4173

Nashville Contractors Association  
1214 Pine Street  
P. O. Box 23234 (37202)  
Nashville, TN 37203  
(615) 254 - 8348

Construction Market Data  
Suite 108, 2 International Dr.  
Nashville, TN 37217  
(615) 399 - 8991

Associated General Contractors  
408 Elm Street  
Nashville, TN 37203  
(615) 244-4555

**e. JACKSON:**

West Tennessee Plan Room  
439 Airways Blvd.  
Jackson, TN 38301  
(731) 427 - 2573

MSCN Plan Room  
Suite 38 @ Hollywood Office Plaza  
2112 Hollywood Drive  
Jackson, TN 38305  
(731) 664 - 9854

**f. MEMPHIS:**

F. W. Dodge Corp. Plan Room  
Suite 101, 5865 Ridgeway Cntr  
Pkwy  
Memphis, TN 38120  
(901) 682 - 6772

Memphis Builders Exchange  
642 South Cooper Street  
Memphis, TN 38104  
(901) 272 - 7495

Construction Market Data  
Suite C553, 2508 Mt. Moriah Rd.  
Memphis, TN 38115  
(901) 362 - 6367



## 00200 INSTRUCTIONS TO BIDDERS

- A. Include the standard:

### 00201 Instructions to Bidders

- B. Detailed review with CPM is required before using supplementary or other instructions.

## 00210 SPECIAL SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. **NGB-FUNDED MILITARY PROJECTS.** For Department of Military projects in which certain major portions of the Work is funded by the National Guard Bureau, and requires a bid breakdown of these portions of the Work so to determine actual funding amounts to be apportioned. Include the standard:

### 00213 Supplementary Instructions to Bidders

- B. **EQUIPMENT MAINTENANCE AGREEMENT.** For projects in which the Work includes the installation of new elevators, alarm systems, or other major equipment and systems for which continuing maintenance after construction is to be provided by an independent vendor under a maintenance agreement. Include the standard:

### 00214 Supplementary Instructions to Bidders

- C. **SPECIAL REGULATORY CERTIFICATION.** For projects in which the Work includes the removal of underground storage tanks or of lead-containing materials (lead paint), TN Dept. of Environment and Conservation rules require contractor certification. Include the standard:

### 00215 Supplementary Instructions to Bidders

- D. **MULTI-SITE PROJECTS.** This applies to projects in which the Work involves two or more sites in distinctly separate business regions, and a bidder may choose to list a different subcontractor for each trade for each site. Consult with the CPM Bidding Administrator on its use. Include the standards:

### 00216 Supplementary Instructions to Bidders

and

### 00226 Subcontractor Multi-Site Bidding Form *(Editable .doc)*

And, on the form, fill in the appropriate spaces each of the specific permissible sites.

## 00300 INFORMATION AVAILABLE TO BIDDERS

- A. Identify information that is available in addition to the Bidding Documents for review by bidders. Such information may include preliminary scheduling, geotechnical data, description of existing conditions, photographs, pre-existing drawings, etc.

- B. **GEOTECHNICAL DATA.** An example of this as would be provided regarding a geotechnical report is available as:

### 00325 Geotechnical Data *(Editable .doc)*

- C. **HAZARDOUS MATERIALS DATA.** If a hazardous materials survey has been conducted and is available for review by bidders, but not bound into the bidding documents, include in the project manual:

### 00335 Hazardous Materials Data *(Editable .doc)*

- D. Whenever such information is to be made available, it should be stipulated that the information was gathered solely for the use of the Designer and not for use as a basis for preparing a bid; and, the use and interpretation of this information for any purpose will be entirely the responsibility of the using party.



## 00400 BID FORM

- A. For soliciting a Base Bid only, use the standard:

### 00401 Bid Form (Std)

*(Editable .doc)*

- B. Normal items to fill in on Bid Form:

1. address of regional bid location;
2. project title and SBC project number, appearing on all pages of bid form;
3. Roof Bond amount, if applicable (see 00600), otherwise "N/A";
4. number of calendar days Contract Time (consider base bid plus alternates); and,
5. amount of Liquidated Damages.

- C. Special items to edit into Bid Form when required:

1. phasing of the Work;
2. alternate bids (See 01230);
3. unit price proposals (See 01271); and,
4. maintenance agreement proposals.

### D. GUIDE FOR EDITING BID FORM:

1. The Bid Form may require retyping in order to accommodate special items (see paragraph C) for the project. Normal fill-ins and several variations are illustrated in the guide:

### 00401 Bid Form Gde

*(Editable .doc)*

2. Provide an edited Bid Form that suits the particular project, following the format and wording of the guide.

- E. Whenever an attachment or supplement to the Bid is to be required, either include in the edited bid form a provision requiring the attachment or supplement, or make such a provision via Supplementary Instructions to Bidders (See 00220.)

## 00400 SPECIAL BID FORM SUPPLEMENTS

- A. **EQUIPMENT MAINTENANCE AGREEMENT.** This applies to projects in which Work includes the installation of new elevators, alarm systems, or other major equipment and systems for which continuing maintenance after construction is to be provided by an independent vendor under a maintenance agreement. Such agreements are normally let through the Department of General Services; however, there may be advantages in bidding the maintenance agreement as an adjunct to the construction contract. Provide a supplement to the Bid Form that suits the particular project. For Long Form projects, the terms of the supplement can be incorporated into the Bid Form. Follow the format and wording of:

### 00408 Bid Form Supplement

*(Editable .doc)*

## 00430 SPECIAL BID DOCUMENT ENCLOSURES

- A. **NGB-FUNDED MILITARY PROJECTS.** This applies to Department of Military projects in which certain major portions the Work is funded by the National Guard Bureau, and requires a bid breakdown of these portions of the Work so to determine actual funding amounts to be apportioned. Include the standard:

### 00437 Bid Breakdown



**00500 AGREEMENT FORMS**

- A. Include the standard introduction to the construction Agreement form, which provides information on how the form will be used:

**00501 Agreement Form**

- B. Include the standard blank of the actual construction Agreement form:

**00521 Standard Form of Agreement**

- C. Include the standard introduction to the Automatic Clearing House (ACH) agreement form, which provides information on how the form will be used and, include the attachment federal tax information form:

**00543 ACH Credits Form****00545 Substitute W-9 Form****00500 SPECIAL AGREEMENT FORMS**

- A. **NGB-FUNDED MILITARY PROJECTS.** This applies to Department of Military projects in which certain major portions of the Work is funded by the National Guard Bureau:

1. Delete the standard:

**00501 Agreement Forms**

2. Substitute:

**00507 Agreement Forms**

3. Add, in sequence:

**00547 Corporation Certificate****00600 BONDS and CERTIFICATES**

- A. Include the standard State of Tennessee Contract Bond, which serves the dual purposes of a Performance Bond and a Labor and Material Payment Bond:

**00615 Contract Bond**

- B. If project requires application of a roofing system to a low-sloped (i.e.: flat) roof, or a metal roof of any slope, include the CPM Std Three-Year Roof Bond. The roof bond adds two years to the basic one-year of bond coverage of the Contractor's warranty for the roof system:

**00640 Three-Year Roof Bond**

1. In the space provided on the Bid Form indicate the penal sum of the roof bond. Appropriate indications may be "An amount equal to the Base Bid", "An amount equal to Alternate No. 1", "An amount equal to 85% of the Base Bid", or an actual dollar figure, deriving percentages or amounts from the Designer's estimate for the roofing.
2. Other roofing systems may prove applicable for including the roof bond but without the CPM Std 01786 Roofing System Warranty. Consult with CPM as to its applicability for other such systems.



**00700 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**A. Include:**

**AIA Document A201, Fifteenth Edition, 1997**

**00800 SUPPLEMENTARY CONDITIONS**

**A. Include the standard:**

**00801 Supplementary Conditions**

**B. PREVAILING WAGE DETERMINATION:**

1. Should the estimated Contract Sum be \$50,000 or more, and usually for any estimated contract even close to \$50,000, Owner will provide a completed Wage Determination(s) for incorporation in Project Manual at **00830** in place of the uncompleted standard:

**00833 Additional Supplementary Conditions (Wage Determination)**

2. The Department of Labor and Workforce Development sets twelve regional scales for building trades and one statewide highway scale that may apply to other sitework contracts. Sitework incidental to a building project often is not required on a separated scale. Once the 00830 Wage Determination is received, it can be checked to see whether one or both Wage Rate listings are needed.

3. If the Wage Determination indicates Building Rates apply, include:

**00835 Additional Supplementary Conditions (Building Wage Rates)**

And, if the Wage Determination indicates Highway Rates apply, include:

**00837 Additional Supplementary Conditions (Highway Wage Rates)**

4. Multiple contracts specified in a single project manual may require a separate determination or decision number for each contract, and multiple building sites in different wage regions may require a determination for each region.

5. **A federal wage rate determination may be required**, and if so, will be provided by the User Agency for incorporation in the 00830s. This applies to projects in which federal funding of the project requires inclusion of federal acquisition regulations, such as Davis Bacon Act and Copeland Amendment clauses, including National Guard Bureau projects. Some federal grants permit the state to undertake Work without these additional requirements. The Project Manager is responsible for determining the applicability of these provisions.

- C. No modifications or other conditions are acceptable unless specifically reviewed and approved by the Owner. If approved, integrate them in proper sequence and referenced to the appropriate paragraph.**



## 00800 SPECIAL SUPPLEMENTARY CONDITIONS

This applies to projects in which federal funding of the project requires inclusion of federal acquisition regulations, such as Davis Bacon Act and Copeland Amendment clauses, including National Guard Bureau projects. Some federal grants permit the state to undertake Work without these additional requirements. The Project Manager is responsible for determining the applicability of these provisions.

- A. Delete the standard:

### 00801 Supplementary Conditions

- B. **CIVILIAN FEDERAL FUNDS.** For civilian construction projects involving federal funds, insert:

### 00813 Supplementary Conditions

- C. **MILITARY FEDERAL FUNDS.** For military construction projects involving federal National Guard Bureau funds, insert:

### 00817 Supplementary Conditions

- D. As federal requirements are revised from time to time, the above federal supplementary conditions may become outdated. In this case, specially prepared additional supplementary conditions will likely be necessary; or, the standard 00801 Supplementary Conditions used along with specially prepared additional supplementary conditions. The User Agency in concert with the Project Manager is responsible for determining best applicability.

## 00800 SPECIAL ADDITIONAL SUPPLEMENTARY CONDITIONS

- A. **CONTRACTOR-PROVIDED PROPERTY INSURANCE.** For projects that the Contractor is required to provide property insurance rather than the Owner; normally, on projects located on property not owned by the State or certain very large dollar projects. Add:

### 00827 Additional Supplementary Conditions

## ADDENDA

## 00900 ADDENDA AND MODIFICATIONS

- A. If Contract Documents are issued subsequent to the award of a contract, bind any addenda that are a part of the Contract Documents into such Project Manuals with a first page index to the addenda.
- B. It is not required that Contract Documents be recompiled at award of contract. Normally, compilation of Addenda as series 00900 pages of the Project Manual is only done for the microfilm record. Refer to Chapter 7 - *Close-Out and Record Documents*.



## **REQUIREMENTS FOR ALL SPECIFICATIONS**

- A.** Format specification sections in 3 parts: General, Products, and Execution. A master list of section titles and numbers can be found in **CSI MasterFormat** 1995 Edition. The page format as described by **CSI** is optional. Specific examples of specifying in accordance with the **CSI** format are given in the **Manual of Practice**.
- B.** Do not assign work to trades in the specifications. The Conditions of the Contract establish the Contractor as responsible for all Work, and expressly excludes the Designer from control of construction means, methods, and techniques. Specifications may establish qualifications for those performing a specific task.
- C.** Sections of Division 1 are unique as specifications in that they relate directly to Bidding Requirements and to all parts of the written Contract Documents. Sections of Divisions 2-16 constitute basic units of the total specification, covering requirements for one portion of the Work.
- D.** Tailor and coordinate Division 1 to the size and complexity of the project, and the requirements of Divisions 2 through 16. Complex projects will require a complete and thorough Division 1. Simpler projects may only require an abbreviated Division 1.
- E. Avoid Proprietary Specifications:**
  - 1.** When specific manufacturers are named, the naming of a specific manufacturer should serve only to establish a level of quality. Specifications should not be made proprietary unless there is sufficient justification, which must be well documented and specifically approved in writing by CPM, and normally with SBC approval.
  - 2.** Use Performance, Descriptive, or Reference Standard specifications to the greatest extent possible. If a manufacturer's name is used to establish a level of quality, include whenever possible the names of three or more acceptable manufacturers that have been evaluated and found equal in quality to the specification. Add "or approved equal" language to product specifications which mention manufacturers by name but are not intended to be proprietary.
  - 3.** When specifically permitted by the Owner, a specification may restrict manufacturers to a single source or short list of sources. In such cases, the specification must state the restriction explicitly. Standard language in the CPM Std documents makes all specifications generally subject to substitutions (with normal approval procedures) unless explicitly restricted. Similarly, if consideration of substitutions must be limited to pre-bid or another time frame, this must be explicitly stated.
  - 4.** CPM intends to promote the substitution of products of equal or better quality whenever possible, within a process of obtaining Designer approval before making the substitution. Document 00801 Supplementary Conditions and guide Section 01625 Product Options & Substitutions have been written to provide a mechanism for this, even after the award of contract, though the Contractor who submits a bid depending on post-bid approval of a substitution does so at risk.
- F.** Augment, but do not repeat the provisions already contained in the Bidding Requirements, Contract Forms, and Conditions. In Divisions 02 through 16, likewise do not repeat provisions already in Division 01. Throughout this Project Manual Guide there are instructions for coordinating with other sections.





## 01100 SUMMARY

- A. Include in Section 01100 at least a brief description of the work of the Base Bid, and inform the Contractor of related conditions under which the Work will be performed. Address related work, restrictions, future work and similar known factors. Identify specific phasing or sequencing of the Work, if any.
- B. Describe restrictions to access and use of premises. Many State facilities have security regulations that may affect the Contractor's schedule. Have the Owner acquaint you with the controls at the facility.
- C. Describe the conditions for partial occupancy, if any will be permitted or required. Identify the extent of the Owner's on-site operations, if the Owner intends to continue these during construction.
- D. An outline of appropriate topics for this section include:
  - 1. Summary of Work:
    - a. Work covered by Contract Documents;
    - b. Work by Owner.
  - 2. Multiple contracts:
    - a. Summary of other contracts;
    - b. Construction sequence;
    - c. Construction by Owner;
    - d. Contract interface and coordination.
  - 3. Work sequence.
  - 4. Products:
    - a. Ordered in advance;
    - b. Owner furnished products.
  - 5. Future work.
  - 6. Work Restrictions:
    - a. Site access and security procedures;
    - b. Work hours and use of premises;
    - c. Owner occupancy details;
    - d. Owner maintenance and operation requirements;
    - e. Adjacent activities to the project site.
  - 7. Use of the site:
    - a. By Contractor for Work, including parking and staging;
    - b. By Owner and Owner's clientele, including egress;
    - c. Project utility sources.
- E. **Hazardous Materials.** If applicable, specify whether the Work includes removal or abatement of hazardous materials, such as friable or non-friable asbestos. It is important that this be clearly specified here because the Conditions clauses addressing abatement hazards insurance set forth different requirements based on the form of asbestos, and the person administering the award of contract will rely on the description here when determining which insurance requirements apply.
- F. **Phasing of Work.** If dividing the Work and Time into Phases, establish a primary element of the Work which will not be otherwise assigned to a Phase and assign it the "Total Time" of the Contract, even if this only includes general administrative portions of the Work. Specify that the Work also includes the following Phases, then list each Phase, providing a two-character name, a caption, and a specific description (such as "Phase 3a, Paving Parking Lots, including site-prep, paving, striping, curbs, and appurtenances as shown on sheet A9 and applicable specifications").



## 01210 ALLOWANCES

- A. Allowances are used only when unavoidable and specifically approved in writing by CPM, in which case incorporate the standard:

### 01210 Allowances

*(Editable .doc)*

- B. Specify no unassigned or discretionary allowances. Provide descriptions of each allowance (in Article 1.04 of standard). Specify amounts included in Contract Sum for Contractor's product costs, and procedures for selection of products.
- C. In appropriate sections of Divisions 02 through 16, specify products and their incorporation into the Work as completely as known factors allow. Do not include the value of allowances, but refer to the Allowances section.
- D. **CONTAMINATED/HAZARDOUS MATERIALS DISPOSAL WORK.** If disposal of contaminated or hazardous materials of unknown quantities is likely, such as impacted soils and groundwater associated with underground storage tank removal work, then a cash allowance for removal, treatment and disposal of materials may be applicable. This is due to the possible high costs associated with such work. The staff of CPM is available to discuss the potential incorporation of the special section:

### 01212 Disposal Allowances

*(Editable .doc)*

## 01230 ALTERNATES

- A. Use of alternates is discouraged. If sufficient cause exists to warrant the use of alternates, incorporate the standard:

### 01230 Alternates

*(Editable .doc)*

- B. If retying the Section, adhere to standardized text for articles 1.01 through 1.03.
- C. In Article 1.04:
1. List alternates in descending order of priority after the Base Bid. Alternates shall be additive and limited to three in number unless the particular situation warrants otherwise and specific approval is received through CPM.
  2. Provide specific details defining each Alternate, with reference to applicable specifications and Drawing details. If unit prices are affected, include details as to their effect. Avoid alternates which are complex or involve several trades unless a complete unit.
- D. Coordinate this Section with solicitation of alternate prices in Bid Form (See 00400), and applicable specifications and details.

## 01250 CONTRACT MODIFICATION PROCEDURES

- A. Include the standard narrowscope section on Change Orders and the Change Order Form:

### 01250 Modification Procedures

and

### 01256 Amendment, Change Order, or Directive



- B. Additionally, though it may be omitted with CPM approval, normally include the standard:

**01252 Weather Delays**

or, if the Work is reroofing, use instead:

**01253 Reroofing Weather Delays**

- C. Include the standard Cost Itemization form:

**01258 Cost Itemization form**

**01270 UNIT PRICES**

- A. Using unit prices is discouraged. Use unit prices only if unavoidable and specifically approved in writing by CPM.
- B. If unit prices are used, incorporate the standard:

**01271 Unit Prices**

**(Editable .doc)**

- C. Provide descriptions of each unit price (in Article 1.03 of standard). Include an item number, reference to related sections, Base Quantity allowance, Unit of measure, Unit Price per unit, and a caption for the Work included which relates to a complete description in the related sections. Following is an example of preferred format and wording:

Item	Related Sections	Base Quantity	Unit Price per Unit	Unit	Work Included
1	06125	2000	(S)	S.F.	Replace doomaflitchies
2	07570	100	\$24.50	Each	Whatchamacallits

1. **Item:** numeration for the list of items.
  2. **Related Sections:** give the number of the section(s) in which detailed specification is found.
  3. **Base Quantity:** This is an allowance of units included initially in the contract, and should be a "best guess" of the number actually needed. In "Related Sections", the allowance should be distinguished from like units in the Work and not subject to unit price. For example, if 1,000 L.F. of pipe is shown in drawings plus 200 to 300 L.F. of identical pipe is to be placed according to on-site directions of the Designer at a Unit Price, a Base Quantity of 250 L.F. might be used, with the related section specifying that the quantity of pipe shown in drawings is not part of the Base Quantity allowance for the Unit Price.
  4. **Unit Price per Unit:** It is preferable that the Designer specify unit prices which represent the current local prevailing trend, based on a current survey of actual market costs, including direct and indirect costs except overhead and profit. If the Designer recommends soliciting unit prices, and the Owner concurs, "(S)" should appear in the column in accordance with paragraph 1.01.A of the specification.
  5. **Work Included:** This can range from a one-word caption to a complete technical description. It is preferable to provide a brief caption; and, in the related section, in the "Summary" Article, in the "Unit Prices" paragraph, provide a fully descriptive subparagraph headlined by the same caption.
- D. In discussing the possible use of unit prices on a project, consider the following issues:
1. Are there issues to clarify about unit price items which require specification in the Summary?
  2. Are unit price items and/or their base quantities affected by Alternates or other factors?
  3. The possibilities of actual unit price(s) units exceeding the base quantity (whether more than or less than) by more than 25%, and should there be a cap on the degree of change to be permitted in unit prices under the renegotiation clause, perhaps expressed as a percent of the initial unit price?
  4. Should there be a time limit for invoking unit price work? Does relative nearness to the beginning or end of the job affect the validity of the unit price?



## 01290 PAYMENT PROCEDURES

- A. Unless otherwise approved by CPM, include the standard narrowscope section:

### **01290 Applications and Certificates for Payment**

- B. Unless otherwise approved by CPM, include the standard narrowscope section:

### **01295 Schedule of Values**

## 01310 PROJECT MANAGEMENT AND COORDINATION

- A. Unless CPM agrees that the particular needs of a job dictate developing a special Section 01300 Project Meetings, include the standard:

### **01310 Project Meetings**

- B. Coordination of the Work and its various parts, and coordination with other separate contracts, or amongst multiple contracts, and special meetings may be specified in narrowscope 01300s sections, *01315 Coordination*, or in appropriate sections of Divisions 02 through 16.

- C. If a Commissioning Agent is included as part of the Owner's team, include the standard:

### **01316 Commissioning Coordination**

## 01320 CONSTRUCTION PROGRESS DOCUMENTATION

- A. Include requirements for initial and updated progress schedules and a submittals schedule at least as set forth in the standard:

### **01321 Progress Schedules**

- B. If Owner-assisted scheduling is involved:

Delete:

### **01321 Progress Schedules**

Include in its place:

### **01326 Progress Schedules**

## 01330 SUBMITTAL PROCEDURES

- A. Address requirements common to all submittals. Sections of Divisions 02 through 16 should reference these sections for the common requirements, then expand on specific requirements unique to them. Few projects will require every one of the following to be addressed, but appropriate topics for Submittals include:

1. Progress Schedules (See 01300/D)
2. *Progress Reports*
3. *Survey and Layout Data*
4. Shop Drawings, Product Data, and Samples
5. *Special Submittals*
6. *Quality Control Submittals*
7. *Accounting Records*
8. *Construction Photographs*



**B. UNDERGROUND STORAGE TANK REMOVAL WORK.** If underground storage tank removal work is involved for tanks registered with Tennessee Division of Underground Storage Tanks (TnDUST), under Special Submittals, require Contractor to submit for Owner use within 14 days from completion of removal work:

1. TnDUST Permanent Closure Report form - completed, with all required attachments, and ready for Owner signature. Attachments include:
  - a. Field screening and analytical results
  - b. Laboratory analysis reports
  - c. Disposal manifests and certificates
  - d. Documentation for treatment and/or disposal of wastes and materials, as required
2. Scaled drawing, on 8.5 x 11 inch paper, of the tank pit(s), overexcavation area(s), and sample points.

**C. COMMISSIONING AGENT:**

1. If a Commissioning Agent is included as part of the Owner's team, include the standard:  
**01336 Commissioning Submittals**

**01350 SPECIAL PROCEDURES**

**A. BUILDING DEMOLITION or ASBESTOS ABATEMENT WORK:**

1. If building demolition or asbestos abatement or removal is involved to the extent that regulatory notification is required, require Contractor to give proper written notice of impending commencement of such work to the Tennessee Division of Air Pollution Control, or to the county air permit agency if the project is located in Davidson, Hamilton, Knox, or Shelby counties.
2. For certain projects where abatement is considered significant in scope, CPM will recommend including the standard:

**01355 Abatement Submittals**

**B. DETENTION PROJECTS.** On most projects in which Work takes place inside the secure perimeter of a detention facility, such as a state prison or juvenile facility, due to the unusual conditions in a detention facility, include:

**01356 Detention Project Procedures**

**C. MENTAL HEALTH & MENTAL RETARDATION PROJECTS.** On most projects in which Work takes place inside the secure perimeter of a mental health or mental retardation facility, such as a mental health hospital, due to the unusual conditions in such a facility, include:

**01357 Mental Health & Disabilities Project Procedures**

**D.** Verify with CPM whether any of these sections may not be needed, has been updated, or requires additional provisions specific to the facility in an accompanying section.



## 01390 ADMINISTRATIVE LOGS

- A. Include requirements for submittals log and visitor log, at least as set forth in the standard:

### 01391 Administrative Logs

- B. If asbestos abatement or removal is involved:

Delete:

### 01391 Administrative Logs

Include in its place:

### 01395 Administrative Logs

- C. Some projects may have no significant submittals, and need no submittals log. Visitor Log may be impractical for very small projects, or redundant where extensive entry/exit logs are used. It may then be appropriate to modify the section or merge it into another section. Confer with CPM before doing so.

## 01410 REGULATORY REQUIREMENTS

- A. Include a list of building codes and regulations used for State Building Commission projects, such as the standard:

### 01411 Regulatory Requirements

- B. Depending on the use of the building, other codes or regulations may also apply. CPM will cooperate with the Designer, and the Fire Marshal's Office has always been cooperative, in developing solutions to conflicts between codes or use requirements that meet the criteria for the project.
- C. Regulatory requirements in addition to those in the standard section may be enumerated either by adding a separate section or modifying the standard section.
- D. Modification of the standard section may be either through retyping or cut-&-paste. Do not add to the list of SBC standard regulations in 1.01.A. Add a paragraph 1.01.B and other paragraphs and articles as needed to fully enumerate applicable regulatory requirements. Delete the portion of the footer below the line, preferably substituting the project number.

## 01450 QUALITY CONTROL

- A. For a concrete testing laboratory, the standard section may be included, and may serve as guide for similar sections:

### 01451 Testing Laboratory Services

- B. The broadscope 01400s specifies contractor's quality control and tests by independent testing laboratory. Include specifications for testing on each project. Describe the extent of testing required. Requirements should include:
1. The cost of tests shall be paid by the Contractor.
  2. The firm engaged and personnel used to perform tests shall be approved in writing by Designer.
  3. Tests such as compaction, investigation of borrow areas, analysis of bearing conditions and similar work, shall be done under the direction of an engineer registered in Tennessee.
  4. Test reports shall be identified by project name and SBC number, and bear the seal and signature of an engineer registered in Tennessee.
  5. Copies of test reports shall be sent to the Designer, the Contractor, and the Owner.



### C. ASBESTOS ABATEMENT WORK.

1. If asbestos abatement or removal is involved, Specify that Air Monitoring is to be performed by a properly qualified subcontractor provided by Contractor. Specify minimum subcontractor qualifications and performance requirements. Air monitoring standards may be specified in other broadscope sections instead of 01400, such as 01411 Basic Regulatory Requirements and 02110 Hazardous Materials Abatement.
2. CPM will consider unusual circumstances wherein the Designer might recommend that air monitoring be provided by the Designer or a consultant, but such would be the exceptional case. If such recommendation is approved, include the standard:

#### 01452 Testing Laboratory Services

### 01500 TEMPORARY FACILITIES AND CONTROLS

#### A. Temporary Utilities

1. The Contractor is normally responsible for installation, maintenance, rental and service charges, and removal of temporary utilities.
2. If the project is at a State-owned facility where services are adequate, the Contractor may be allowed to use available utilities.
  - a. The Owner may pay for water, power and possibly temporary heat.
  - b. The Owner will have the right to direct tap points, identify panels and other services that the Contractor may use.
  - c. The Owner will have the right to restrict use in time of emergency or for repeated abuse by the Contractor.
  - d. Installation, maintenance & removal of temporary services is Contractor's responsibility.
3. An outside telephone line is normally required.

#### B. Construction Facilities

1. The Contractor is typically responsible for all construction facilities, such as toilets, offices, and sheds; including installation, maintenance, rental and service charges, and removal.
2. On some projects, it may be advantageous to assign existing toilets, temporary offices and storage areas for the Contractor's use. Check with the Owner to identify what temporary facilities are available and how they may be used. If this is done, make the Contractor responsible for the maintenance of the spaces, and specify that the Owner may revoke these privileges in the face of repeated abuse.

C. Cleaning during construction, distinct from final cleaning, should be addressed. This is normally found within the topic of Temporary Controls.

D. Owner may have specific requirements for a project sign, such as requiring a certain logo, size, or style. Some agencies have policies forbidding signs, or at least disallowing the requirement of a sign. Check for such agency restrictions and needs before specifying a project sign.

E. Any related items that will be required should be addressed. Appropriate topics include mobilization and:

1. Temporary utilities (See paragraph A)
2. Temporary construction and construction aids (See paragraph B)
3. Security, barriers and enclosures
4. Traffic regulations, access roads and parking areas
5. Temporary controls (See paragraph C)
6. Project identification and signs (See paragraph D)
7. Field offices and sheds



- F. FACILITIES PROVIDED FOR OWNER & DESIGNER.** On projects as determined by the Owner in which field office facilities for the Owner Representative and Designer is to be provided by the Contractor, normally on large and complex projects and any project over \$4,000,000. Add:

**01525 Owner's Field Offices**

**01600 PRODUCT REQUIREMENTS**

- A.** Specify general requirements for materials and equipment. Appropriate topics, if needed, include: transportation and handling, storage and protection, product options and substitutions (See B)
- B. Product Options and Substitutions:** Specified general requirements for product options and substitutions should neither conflict with nor repeat provisions already included in paragraph 3.4 of 00801 Supplementary Conditions, and should take into account the instructions to **avoid proprietary specifications**.
- C.** The following optional standard documents are recommended either as guidelines or Sections:

**01625 Product Options and Substitutions**

**01632 Substitution Request Form**

**01700 EXECUTION REQUIREMENTS**

**A. Field Engineering**

- 1.** Specify Contractor's responsibilities for providing and paying for engineering services required during construction. Set basic requirements for survey work based on Contract Conditions requiring Owner to provide initial survey control points and property lines.
- 2.** Field engineering by the Contractor, such as structural design of formwork, scaffolding, special earthwork, hydraulic groundwater control design, or other civil engineering work, are only broadly covered due to the specialized requirements of portions of the Work, and some requirements should be specified in other appropriate sections. A mediumscope 01720 may be warranted.

**B. Cleaning**

- 1.** Specify the Contractor's general responsibilities during construction for regular cleaning, distinct from the provisions for temporary barriers and enclosures specified within sections on temporary facilities and controls.
- 2.** Specify the Contractor's general responsibilities at the end of the project for final cleaning and removal of debris, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. Do not repeat the provisions stated in this Section in other Divisions. Cleaning which is unique to a product should be specified in the same Section as the product, with reference to the general requirements in Division 01. A mediumscope 01740 may be warranted.

**C. Starting and Adjusting**

- 1.** When applicable, and always if commissioning of building systems is involved, specify initial checkout and startup procedures, and initial adjusting to ensure safe operation during acceptance testing and commissioning. When commissioning is involved, a mediumscope 01750 (or perhaps narrowscopes) will be warranted. CPM and CPM's Commissioning Agent will provide assistance on developing this section.





## 01770 CLOSEOUT PROCEDURES

- A. Include requirements for establishing Substantial Completion and closing-out, as provided in the standard:

### 01770 Contract Closeout

- B. If commissioning of building systems is involved, include:

### 01776 Contract Commissioning Closeout

## 01780 CLOSEOUT SUBMITTALS

- A. This Section complements Conditions paragraph 3.11 with regard to Contractor's responsibilities for maintaining a record of actual construction, compiling data binders, and submitting these to Designer for review prior to delivery to Owner.

- B. Additionally, this Section complements Conditions paragraph 1.6 with regard to Contractor's responsibilities for reporting the names and amounts of contracts entered into with minority-owned businesses in order for the State to collect data on such participation. (See also Chapter 7 – *Close-Out and Record Documents* regarding project record documents that are required of the Designer.)

- C. Use one of the following:

1. Minimum requirements are included in the standard:

### 01781 Close-Out Submittals

2. For projects that are more complex or of varied scope and may include a commissioning agent, essential elements common to all projects and several possible specific data items for editing to suit the project are shown in the guide:

### 01781 Close-Out Submittals Gde

(Editable .doc)

- D. If roofing work is involved, include the standard:

### 01785 Form for Roof Data

- E. For any project involving application of a roofing system to a low-sloped (i.e.: flat) roof, or a metal roofing system of any slope, include:

### 01786 Roofing System Warranty

1. Refer to the **DIVISION 7 THERMAL AND MOISTURE PROTECTION** specification guidelines that follow in this Guide to ensure proper coordination with the standard warranty.
2. Include 00640 Three-Year Roof Bond.

- F. Include:

### 01788 Subcontractors and Material Suppliers List



## 01810 COMMISSIONING

- A. This applies to projects in which Work includes coordination with Owner's Commissioning Agent. In a mediumscope 01810, specify requirements, including applicable references to sections within Divisions 02 through 16, for Contractor to provide starting, testing, adjusting, balancing (TAB) of equipment and system operation and performance through all operating sequences and modes. CPM and CPM's Commissioning Agent will provide assistance on developing this section, and how to fully incorporate the commissioning process requirements into the Project Manual.

## 01820 DEMONSTRATION AND TRAINING

- A. This applies to projects in which Work includes the installation of any major equipment and systems for which a comprehensive demonstration and training is warranted. Demonstrations of each system to Designer's and Owner's representatives, using the operating and maintenance data as the basis of instruction, shall be provided prior to substantial completion inspection, to ensure that Owner's personnel are properly instructed in operation, adjustment, and maintenance of equipment and systems, so that Owner will be able to occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- B. Specify Contractor duties for demonstrating newly provided equipment and systems, and providing videotaped training to facility personnel, by including:

### 01821 Demonstration and Training

## 01830 OPERATION AND MAINTENANCE

- A. This applies to projects in which Work includes the installation of new elevators, alarm systems, or other major equipment and systems for which continuing maintenance after construction is to be provided by an independent vendor under a maintenance agreement.
- B. Specify Contractor duties for delivering Maintenance Agreement, and providing interim maintenance until it takes effect, by including:

### 01830 Maintenance by Contractor

## 01840 MAINTENANCE AGREEMENTS

- A. The following maintenance agreements have been developed for the specific common types of equipment or systems indicated. CPM may choose to develop and include maintenance agreements for other types of equipment/systems as the need arises.
- B. **ALARM SYSTEMS.** If maintenance agreement is for alarm systems, include:
  - 01841 Alarm System Maintenance Agreement
  - and
  - 01842 Maintenance Vendor's Statement
- C. **ELEVATORS.** If maintenance agreement is for elevators, include:
  - 01843 Elevator Maintenance Agreement
  - and
  - 01844 Elevator Listing Attachment
- D. **AUDIO/VISUAL SYSTEMS.** If maintenance agreement is for audio/visual systems, include:
  - 01845 Audio/Visual Maintenance Agreement



## 02000 DIVISION 2 SITEWORK

- A. Take care when specifying and detailing sitework to diligently set bearing and excavation elevations. Do not provide specifications that contradict the principle of unclassified subsurface conditions to design depth.

## 07000 DIVISION 7 THERMAL AND MOISTURE PROTECTION

- A. For any project involving the application of a roofing system to a low-sloped (i.e. flat) roof, or a metal roof of any slope, review the standard documents 00640 Three-Year Roof Bond and 01786 Roofing System Warranty and the related parts in this chapter, and coordinate specifications accordingly.
- B. **Specify the manufacturer's warranty:**
  - 1. The roofing system warranty shall be provided on the CPM Std form Section 01786 Roofing System Warranty.
  - 2. **Name the appropriate "Roofing System Components Included Under this Warranty"**, listing one or more of the component options listed on the middle of page 1 of Section 01786. Name them exactly to avoid confusion. Frequently, only the system, system accessories, and system flashing can be warranted together, and other items need separate manufacturer's warranties.
  - 3. **Name the appropriate warranty term, whether 10, 15, or 20 years.** Consult with CPM regarding which of the terms are to be specified. Factors for determination will be system type, current industry acceptance, and cost differences. A term greater than 10-years may be made an alternate by providing a space for the alternate bid amount on the bid form, and specifying an alternate substituting a 15-or 20-year warranty for the 10-year warranty.
  - 4. **Specify to provide separate warranties if more than one roof or type of roof system** is being installed in a single project. For such cases, specify a separate components list for each separate warranty to be provided.
  - 5. The Designer may specify or supplementary instruct the Contractor as to the "Designer's Roof Cost Estimate".
  - 6. **Specify that warranty form Section 01786 shall supercede all other provided warranties** pertaining to same-covered systems and/or components.
  - 7. **Other warranties may be specified** covering same systems as warranty form Section 01786 and having longer terms, but only when stipulating such would become effective only upon the term end of the warranty form Section 01786. If other such warranties are specified, stipulate precisely the minimum warranty requirements.
- C. The CPM **Roofing / Re-roofing Design Guideline** shall be used for projects involving this work. The intent of this guideline is to maintain a level of standardization with all State-owned roofs. This guideline shall be utilized for developing the specifications and drawings required for this work. The staff of CPM shall provide this document, and is available to discuss this requirement.

## 13215 UNDERGROUND STORAGE TANK INSTALLATION

- A. The CPM **Underground Storage Tank Installation Design Guideline** shall be used for projects involving this work. The intent of this guideline is to maintain a level of standardization with all State-owned tanks in their compliance with related federal and state regulations, and in their possible incorporation with the "Fuelman" automated fuel inventory system. This guideline shall be utilized for developing the specifications and drawings required for this work. The staff of CPM shall provide this document, and is available to discuss this requirement.



## **13845 ALARM AND DETECTION SYSTEMS**

- A.** If a maintenance agreement is required for alarm systems (See 01800/B):
  - 1. Include a clear statement setting forth the extent of the system to be covered under the Maintenance Agreement and the operating performance criteria. This will later be referenced in 01841 as the Systems Description Attachment.
  - 2. Set forth Project Data requirements if no detailed project data listing is provided in Division 1.

## **14200 ELEVATORS**

- A.** If a maintenance agreement is required for elevators (See 01800/C):
  - 1. Include a clear statement setting forth which elevators are to be covered by the Maintenance Agreement, and which, if any, are excluded. This can be done by filling in Section 01844, though the blank form of this Section may have to be modified to multiple pages if so doing.
  - 2. Set forth Project Data requirements if no detailed project data listing is provided in Division 1.

## **15900 HVAC INSTRUMENTATION AND CONTROLS (COMMISSIONING)**

- A.** If commissioning of building HVAC systems is involved, consult with Owner's Commissioning Agent in development of the following sections:
  - 1. 15940 – Sequence of Operation. Specify how the HVAC equipment is intended to operate.
  - 2. 15950 – Testing, Adjusting, and Balancing. Specify technical procedures for TAB of mechanical systems, including; demonstration of mechanical equipment, duct/pipe/mechanical TAB, mechanical equipment starting/commissioning.



## Chapter Five BIDDING

### 5.01 INITIATING BID PHASE

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- A. The Designer shall endeavor to obtain bids for the Owner** following the Owner's approval of the Bidding Documents, and to assist in awarding and preparing construction contracts. State Building Commission practice is to solicit competitive sealed bids from no less than three (3) bidders; thus, the Designer should endeavor that no less than 3 bids are submitted.
- B. Time, Date, and Place of Bid Openings** will be established by Capital Projects Management through the CPM Bidding Administrator. Place for bid opening is normally determined by bidding region:
1. Six bidding regions have been established within the state. Each has a standard bid opening location for receipt and opening of bids for the projects located in the region.
  2. Maps of the regions and the bid opening locations are provided beginning at page 5.10.
  3. Single construction contracts involving multiple sites in different regions will be assigned to one of the regional locations.
  4. CPM may elect to receive bids and conduct the bid opening at the Project site.
- C. Notification to Designer:**
1. When a Bid Date is established, the CPM Bidding Administrator will send the Designer formal written notification with formal Bid Envelopes. Unofficial notification may also be passed along via phone call from CPM or the User Agency.
  2. The Designer should discuss with the Owner the remaining aspects of the Work, the Bidding Documents, and the Bidding Phase, which may still require particular attention, as soon as possible, prior to placing advertisement or ordering final printing.
- D. Policy on Reimbursable Printing Costs:**
1. Except as pre-approved below, obtain Owner's approval for printing costs in accordance with the Owner/Designer Agreement. Without prior approval, the maximum that will be reimbursed for reproduction of Bidding Documents, in-house or by others, is limited to a total cost below \$1,000.00 for not more than 30 sets at unit costs not exceeding the following:

Blue/Black Line prints	11 cents / square foot
Project Manual	6 cents / sheet double-sided
Project Manual	4 cents / page single sided (only if single sided printing has been pre-approved)
AIA Documents	actual cost
Cover & Binding	\$2.50 per set

2. Postage, delivery, and other handling costs will not be reimbursed.



**A. Public Advertisement for Bids:**

1. **Designer is responsible for placing an advertisement for bids** in the "Legal" classification of appropriate newspapers, when advertising is required. If the Maximum Allowable Construction Cost exceeds \$50,000, an Advertisement for Bids shall be published normally once approximately four (4) weeks prior to the bid date in at least one newspaper having circulation in the area. The advertisement shall normally run on a Wednesday. Use the text of the Project Manual *Advertisement for Bids*.
2. **Send the publisher's bill** and affidavit of publication for advertising directly to the Office of Business & Finance (See page 1.03), unless otherwise instructed by CPM.

**B. Document Distribution:**

1. **Provide three (3) complete sets directly to CPM Bidding Administrator** as soon as Bidding Documents are available, in addition to any other sets provided to the Owner. Include an additional set for each if project includes a Scheduling Agent and/or Commissioning Agent.
2. **Provide Bidding Documents to approved plan houses** (See page 4.05) Also, the State of Tennessee Office of Minority Business Enterprise provides similar "plan room" type services, and a representative may be in contact to request information about the project and a Bid Document set. If contacted, cooperate fully with their requests.
3. **Provide "Bidders of Record" a Bid Pack** consisting of a complete set of Bidding Documents, a Bid Form identical to that in the Project Manual, and Bid Envelope, in accordance with Project Manual *Instructions to Bidders* - paragraph 1.1.

**C. Information Available to Bidders:**

1. *Information Available to Bidders* consists of information outside of the Bidding and Contract Documents which is available for review by prospective bidders, such as preliminary scheduling data, geotechnical data, and the like.
2. Reference in Project Manual:
  - a. Such information should not be released unless it is identified in the Bidding Requirements of the Project Manual, as described on page 4.06.
  - b. When such information exists but the Project Manual does not include the appropriate acknowledgment, add these to the Bidding Documents by addendum prior to entertaining any requests by bidders to see such information.
3. **Procedure for dissemination:**
  - a. By prior arrangement with the Owner, information may be available for inspection by appointment, it may be disseminated free of charge in Bid Packs or on request, or copies may be sold at cost.
  - b. It is not necessary to obtain signed waiver forms. A waiver has been included in the Bid Form.
  - c. Limit conversations with bidders requesting to see such information to the business of providing and identifying the information. Do not interpret the information, as such may confer special knowledge and be contrary to the competitive process.



**A. Pre-Bid Conference:**

1. A Pre-Bid Conference will be held unless expressly waived by CPM. Consult with CPM to establish time, place and requirements. Notify Bidders and other official plan-holders, in writing, of time and place of conference.
2. **Suggested agenda for a Pre-Bid Conference:**
  - a. Introduction of attending Owner and Designer Representatives.
  - b. Confirm that Bidders have full Bid Pack and addenda to-date.
  - c. Advise that no changes are binding unless in writing.
  - d. Review sequence & timetable for questions & addenda.
  - e. Review proper bid submittal requirements (ex: listing subcontractors)
  - f. Confirm bid date and place.
  - g. Remind bidders that conditional or qualified bids are unacceptable.
  - h. Review briefly the scope of work and Contract Time.
  - i. If Unit Prices or Allowances are included, discuss their purpose and use.
  - j. Tour the site and take questions.

**B. Addenda and Modifications:**

1. Make needed interpretations, clarifications, or changes to the Bidding Documents by means of addenda, preferably prepared according to CSI format. Addenda shall:
  - a. Be identified by a sequential number and date;
  - b. identify the project by its full title, including the SBC or CPM project number;
  - c. identify the Designer as source, and be signed and sealed by Designer of Record;
  - d. include an appropriate introductory statement, identifying the previously issued Bidding Documents by date, and instructing bidders to acknowledge receiving the addendum on the Bid Form; and,
  - e. be self-descriptive as to number of pages and attachments.
2. Provide addenda concurrently to CPM Bidding Administrator (minimum 3-copies), the User Agency, plan houses, and Bidders of Record.

**C. Presiding Official for bid opening:**

1. **The Designer will act as the presiding official** at bid openings unless otherwise approved by CPM. The presiding official is responsible for the bid opening; including all preparations, its smooth conduct, making a proper record, and associated actions delegated to others.
2. **Arrive at the Bid Opening Location early** (preferably one-half hour) to take command of the proceedings.
  - a. **Check in with the Location Coordinator**, who will have bids that have arrived by mail, and turns them over to the Designer at this time. Bids are officially "received" by the Designer at the bid opening location.
  - b. **Establish "official timepiece"** for use in closing receipt of bids, and verify accuracy of time shown. It is advisable to set the time 1 or 2 minutes slow, so having the assurance that the time is not fast.







**A. Receiving Bids:**

1. **Verify the completeness and correctness of the Project information** required on the Bid Envelope, such that it provides sufficient assurance that the bid is for the correct project and the correct bid opening:
  - a. Correct Project Title & Number, and Designer.
  - b. Correct Time & Date.
2. **Verify the completeness of the Bidder information** required on the Bid Envelope, checking that all appropriate spaces are filled in, and in accordance with the instructions on the bid envelope: (Verification of the *accuracy* and *correctness* of bidder information in order to open the bid is not required. These can and shall be verified *after* the bid opening.)
  - a. Bidder Name & Address.
  - b. Bidder License Number, Classification(s) & Expiration Date, plus Dollar Limit.
    - *Exception-* if bidder license information is blank, or "Bidder unlicensed" is circled, then it may be assumed that the bid is less than \$25,000.00 and the bid may be opened; thereafter, its validity for consideration shall be verified.
    - *Exception-* if the line for bidder's license dollar limit is blank, then this may be considered as a waivable informality.
  - c. Plumbing, HVAC, and Electrical Subcontractor Name, License Number, Classification & Expiration Date.
    - *Exception-* if a line(s) for listing subcontractor is blank and the trade is not applicable to the project, as determined by the Designer, then this may be considered as a waivable informality.
    - *Exception-* if subcontractor(s) license information is blank or incomplete, then it may be assumed that the subcontractor(s) bid is less than \$25,000.00 and the bid may be opened; thereafter, its validity for consideration shall be verified.
3. **If there is a question or doubt about receiving and opening a bid** being submitted, it is best to receive the bid, and retain it unopened until the issue has been resolved. Final resolution shall be made only after consultation with CPM Bidding Administrator.
4. **Once the Bid Envelope is officially received:**
  - a. Record the time and date of receipt, and initial it, on the Bid Envelope.
  - b. If it appears properly completed then sign in the space provided at the bottom of the envelope. No Bid Envelope should be opened if not so approved.
  - c. Keep Bid Envelope and its contents secure, and do not return it to the bidder.

**B. Receiving a modification or request to withdraw** prior to the Bid Opening deadline:

1. Check that it complies with Instructions to Bidders paragraph 11.1 and record the time and date of receipt and who received it on its face. Keep it secure with the Bid Envelope. Do not return a withdrawn bid at this time, nor open it in the Bid Opening.
2. A modification(s) written on the face of the Bid Envelope, with appropriate binding signature, is acceptable if made prior to submittal. However, once Bid Envelope has been officially received, then a modification must be submitted as a separate document.



- A. At the appointed time** and place, announce the project title, the close of bidding, and the commencement to opening bids. **If alternates are a part of the bids, announce the Bid Target.**
- B. Proceed to open and record bids.** Take bids in order as listed on Bid Tab, with unlisted bidders added last.
- 1. Bid Envelope:**
    - a. Announce name of Bidder (and city if not listed on prepared Bid Tab.)
    - b. Announce license number.
    - c. Announce listed subcontractors.
  - 2. Bid Form:**
    - a. Announce whether Contract Crime Statement is filled in.
    - b. Announce whether Minority Statement is filled in.
    - c. Announce which, if any, addenda are acknowledged.
  - 3. Bid Security:** (A 5% Bid Security is required.)
    - a. See if obligee/payee is "State of Tennessee" and guarantee/amount is 5% of bid (including alternates).
    - b. If a check, it must be certified or cashier's.
    - c. If a Bid Bond, it should:
      - 1) identify project, principal and Surety;
      - 2) be signed by principal and Surety; and,
      - 3) have certified and current power-of-attorney attached from the correct Surety, empowering the signing attorney-in-fact, and declaring no limitations which affect the bid.
    - d. Announce the form and amount, or omission, of Bid Security, and any observed irregularities.
  - 4. Bid Form:**
    - a. Check unit prices and bid breakdown, if required, and announce apparent completeness or incompleteness.
    - b. Announce amounts for Base Bid and alternates as given in words and in figures. In the case of modified bids, announce original amount, amount of modification, and resultant amount.
- C. Other Bid Tab notations:**
1. List "No Response" for any Bidder of Record not bidding.
  2. List "Withdrawn" for any Bidder having requested to withdraw.
  3. Make a brief note regarding extra enclosures, notations or qualifications to a bid or bond, defects, discrepancies, or irregularities, if any or any other notations as needed.
- D. After bids have been opened and recorded:**
1. Announce: "Bids will be taken under advisement and their disposition determined later."
  2. Make no statements as to implications or results of apparent non-conformance.
  3. **Obtain participant signatures.** If the same person is to sign more than once, a single signature and subsequent initialing is sufficient.



## 5.07 COMPLETING THE BID TAB

by filling in during bid opening:

- [3] Bidders of Record
  - [3a] Name and city (\*)
  - [3b] License number (\*)
- [4] Contract Crime Statement
  - Y** if "yes"
  - N** if "no"
  - NFI** if not filled in
- [5] Addenda Acknowledgment
  - Indicate all by check mark
  - Indicate fewer individually
- [6] Minority Classification Statement
  - Y** if "yes"
  - N** if "no"
  - NFI** if not filled in
- [7] Bid Security
  - B** if Bid Bond
  - C** if proper check
  - \*** for other notation
- [8] Bid Abstract
  - [8b] Amounts, etc.
- [9] Subcontractors (\*)
  - Plumbing, HVAC, Electrical
- [10] Participant Signatures
  - Designer
  - Owner
  - Presiding Official.

(\*):

### Note spaces [3a], [3b], & [8]:

Bidder's name, license number, and subcontractors may be filled in prior to opening of bids, as this information is evident on the Bid Envelope.

### Note item [3b]:

Licensing may not be required for jobs under \$25,000; so, if not filled in, show "NFI".

### Note item [7b]:

In example, column headed "UP" indicates that response was given to all unit prices.

<b>BID TAB</b> CPM Jan 97 Std	Page 1 of 1	Addenda Issued: 2	Contract Time: 120	Liquidated Damages: 300	Pursuant to the invitations to Bid for ...  bids and modifications must have been received here by ...  I thus declare the bidding closed and will now proceed to open and read the bids and modifications received.	Designer represented by:  Owner Agency represented by: <b>10</b>  Bid opening conducted by:	Subcontractors  Plmb HVAC Elec Plmb
Bids opened in: Nashville	Target: 	M.A.C.C.	<b>BASE BID</b>			<b>8b</b>	<b>7</b> <b>6</b> <b>5</b> <b>4</b>
Bidder of Record name, city, license number	<b>3b</b>						



# 5.08 ILLUSTRATION OF COMPLETED BID TAB

BID TAB		Page 1 of 1		Pursuant to the invitations to Bid for ... Museum Addition Green Acres State Park Hooterville, Tennessee SBC Project No. 126/099-02-98B bids and modifications must have been received here by ... 1:30 pm CST January 16, 1997 Wednesday I thus declare the bidding closed and will now proceed to open and read the bids and modifications received.				Designer represented by: <i>Archie Teft</i> Owner Agency represented by: <i>U.B. Franklin</i> Bid opening conducted by: <i>A.T.</i>					
Bids opened in: Jackson	Contract Time: 120	Addenda Issued: 2	Liquidated Damages: 300	C	A	M	S	BASE BID	Alt # 1 Radio Tower	Alt # 2 Garage Bay	UP	Other Notations	Subcontractors
Robyn Bide Constr. Co. Nashville, Tenn.   91001		N	✓	B				308,000	23,000	17,000	✓		Plmb J.C. Plumbing HVAC Dees Mechanical Elec Landrum Electrical
Slim Charns Constr. Co. Nashville, Tenn.   91002		N	✓	B				302,800	25,000	19,500	✓	* bidder did not sign bid bond	Plmb Harder Mechanical HVAC Harder Mechanical Elec Smith Electrical
Maik & Akillian Constr. Co. Nashville, Tenn.   90002		N	✓	B				304,500	22,000	20,500	✓		Plmb Wester & Mann Mech HVAC Wester & Mann Mech Elec Steven Electrical
O.H. & P. Constr. Co. Nashville, Tenn.   91000												no response	Plmb HVAC Elec
Raymon Constr. Co. Nashville, Tenn.   91102		N	✓	B				310,000	20,000	16,500	✓		Plmb Marr Mechanical HVAC Marr Mechanical Elec Richards Electrical
													Plmb HVAC Elec
													Plmb HVAC Elec



**A. Communicate apparent results:**

1. **Notify CPM Bidding Administrator** of apparent results in person, by FAX, or by phone (See page 1.03 for numbers) before end of day (4:30 PM Central Time). Deliver or transmit bids and Bid Tab to Bidding Administrator by next working day. Express mail or common courier charges for this are reimbursable. Bidding Administrator will review original bid material, and forward bids to Contracting Agency with copy of Bid Tab.
2. **Notify appropriate plan rooms** and trade organizations of 'apparent results', subject to further review of bids and determination of low bidder.

**B. Make an evaluation of the results**, including verification of the *accuracy* and *correctness* of bidder information, and provide a written recommendation to the Contracting Agency as to the appropriate disposition of bids as defined by the Bidding Documents as soon as practicable. A copy of such correspondence should be directed to the CPM Bidding Administrator.**C. Tie Bids:**

1. **Definition:**  
A "tie bid" exists when two or more responsive bids submitted by responsible bidders are evaluated as equal and lower than all other bids (if any) for base bid plus alternates (if any) considered in order up to, but not to exceed the Bid Target.
2. **Resolution (See *Instructions to Bidders* 14.4):**  
Designer should not attempt to resolve a tie bid situation at the bid opening. Refer this matter to the CPM Bidding Administrator. If chance is to rule, each tying bidder will be invited to send a representative to witness coin toss conducted at CPM by the Bidding Administrator.

**D. Award of Contract:** The Owner/Contractor Agreement form and related documents will be prepared and presented to the proposed Contractor by CPM, received back, reviewed, and once in good order and ready for execution, processed through the appropriate State agencies.**E. Forfeiture of Plan Deposit:**

1. If the successful bidder fails to return documents, hold the deposit until a contract is awarded, and then return the deposit. The successful bidder is not required to forfeit the plan deposit.
2. Should any other bidder fail to comply with requirements stated in the *Instructions to Bidders* for return of deposit, write a short letter stating the fault to the CPM Bidding Administrator, and enclose the check. Send a copy of the letter to the bidder.

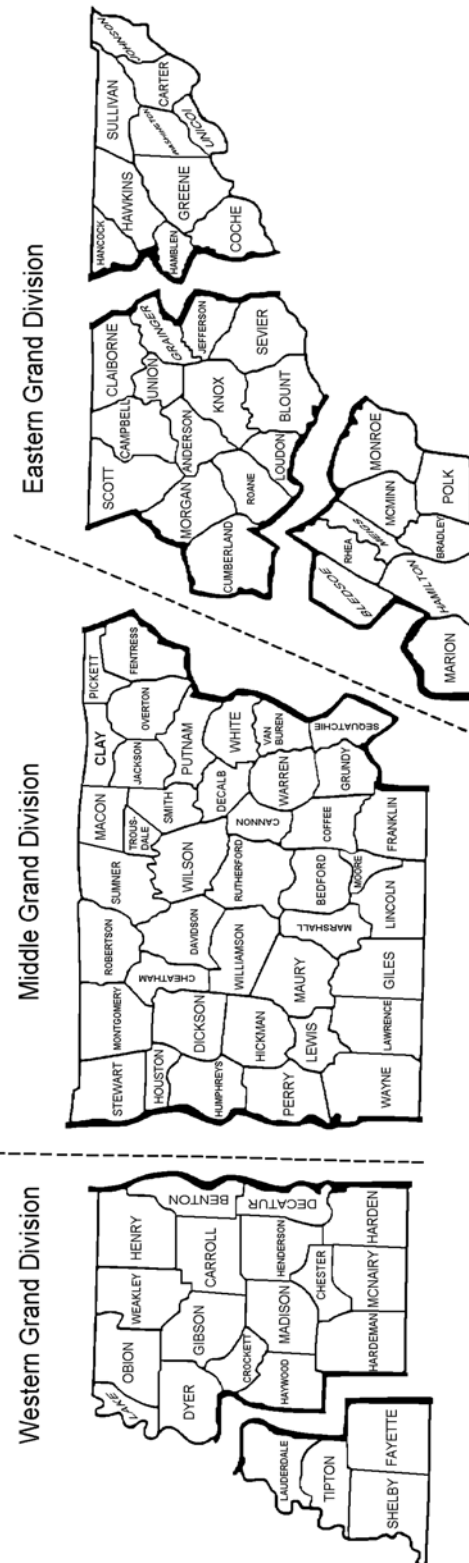
<b>CHAPTER 5 END</b>
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*Maps of Bidding Locations  
follow...*



## 5.10 MAP OF BIDDING REGIONS

Individual maps to each location follow in order



### TRI-CITIES REGION

Bids normally opened on  
**Tuesday**

### KNOXVILLE REGION

Bids normally opened on  
**Wednesday**

### CHATTANOOGA REGION

Bids normally opened on  
**Thursday**

### NASHVILLE REGION

Bids normally opened on  
**Tuesday and Thursday**

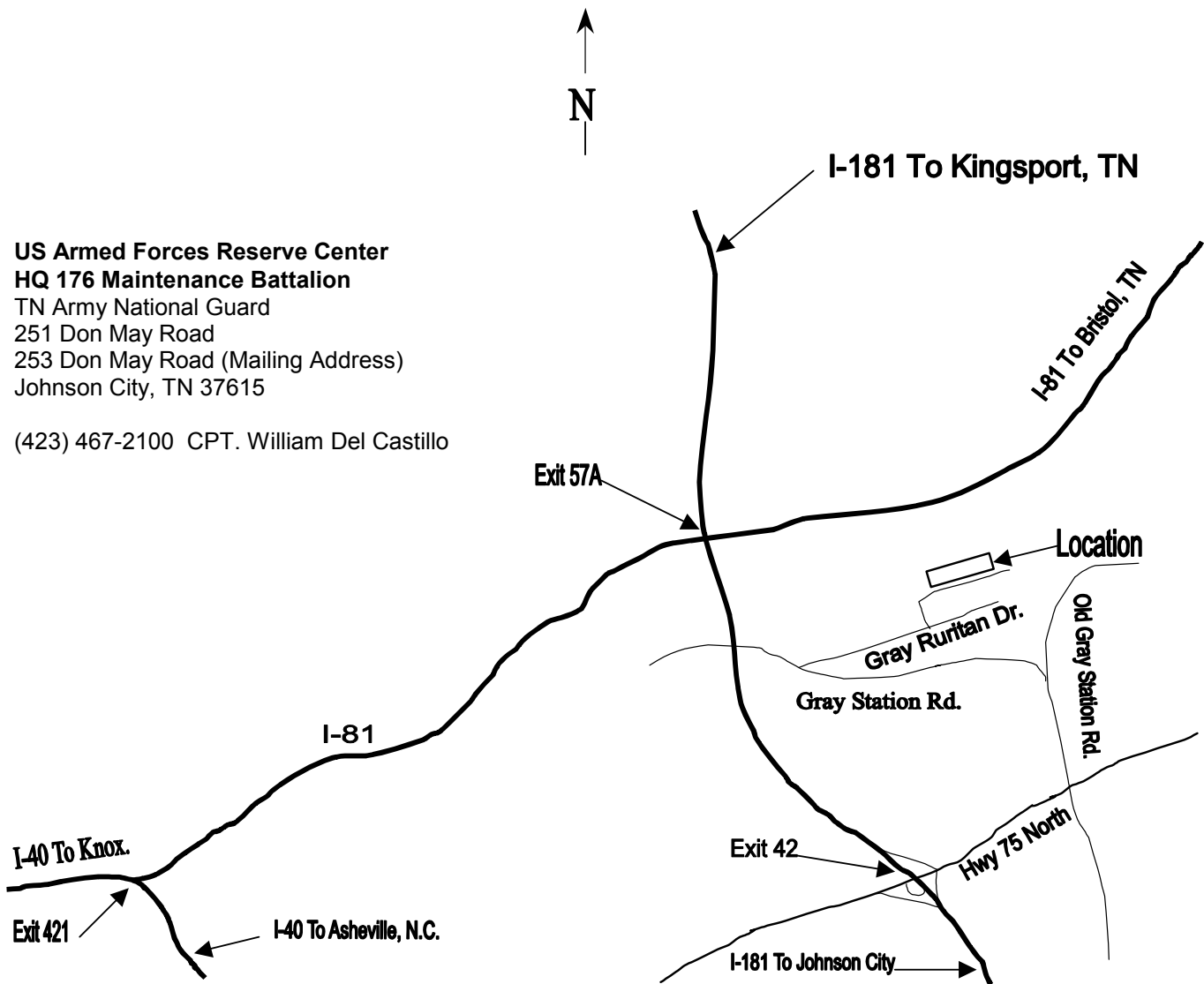
### JACKSON REGION

Bids normally opened on  
**Wednesday**

### MEMPHIS REGION

Bids normally opened on  
**Thursday**

**TRI-CITIES REGION** map to the bid opening location



**US Armed Forces Reserve Center  
HQ 176 Maintenance Battalion**  
TN Army National Guard  
251 Don May Road  
253 Don May Road (Mailing Address)  
Johnson City, TN 37615  
  
(423) 467-2100 CPT. William Del Castillo

**Suggested route from Knoxville:**

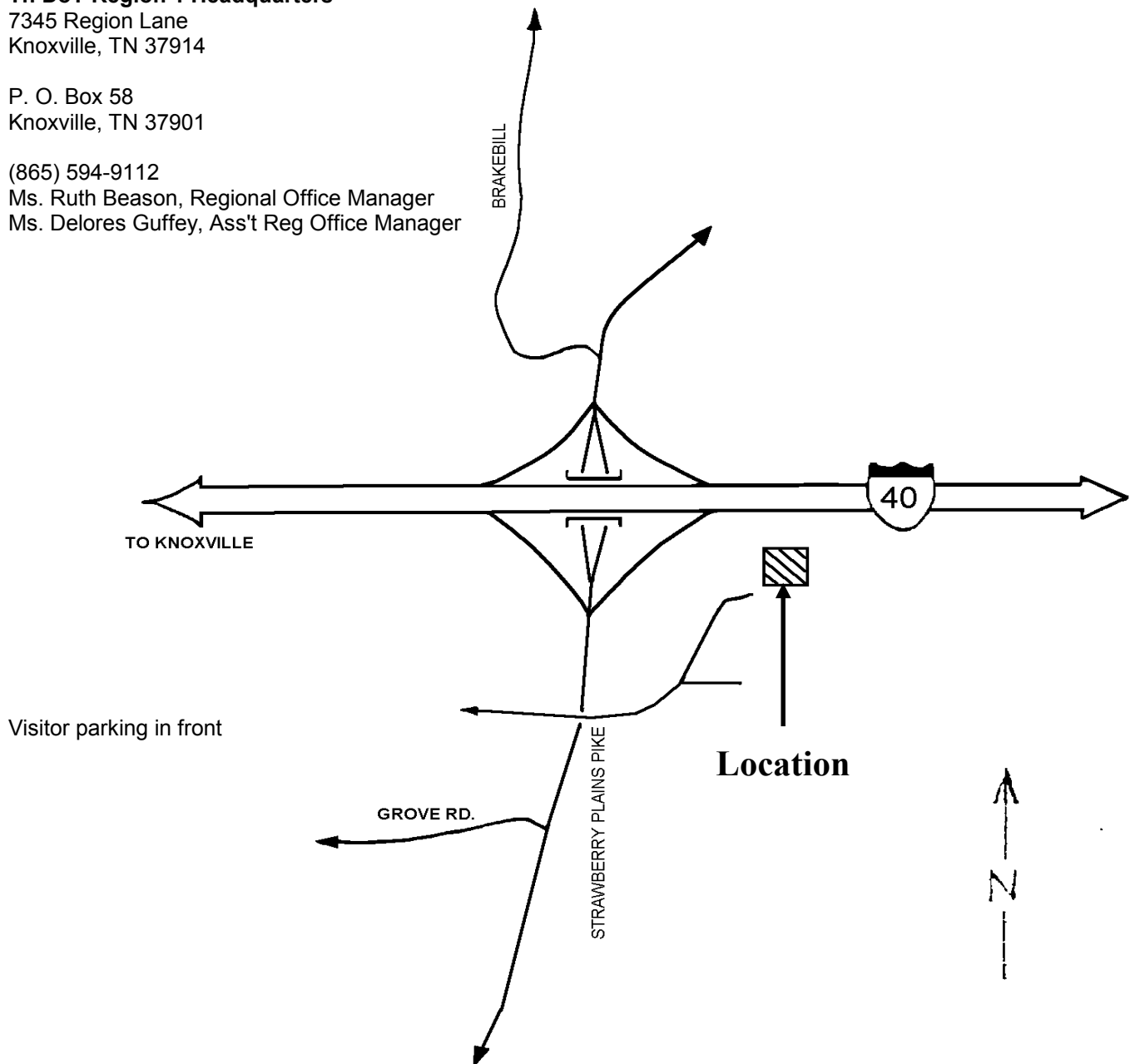
Take I-40 East to exit 421 onto I-81 North.  
Take I-81 North to exit 57A onto I-181 South toward Johnson City.  
Take exit 42 Hwy 75, Gray, at the end of the loop ramp turn right on Hwy 75 North (toward Gray and Airport).  
Turn left at the 2<sup>nd</sup> traffic light onto OLD GRAY STATION ROAD, (this is old Hwy 75 North, to the Fairgrounds).  
Approx. 0.5 miles turn left onto GRAY STATION ROAD.  
Approx. 0.5 miles turn right onto GRAY RURITAN DRIVE, (the Gray Volunteer Fire Dept. will be on the left).  
Go about 200 yards turn left to the US ARMED FORCES RESERVE CENTER (on the hill).

**Tn DoT Region 1 Headquarters**

7345 Region Lane  
Knoxville, TN 37914

P. O. Box 58  
Knoxville, TN 37901

(865) 594-9112  
Ms. Ruth Beason, Regional Office Manager  
Ms. Delores Guffey, Ass't Reg Office Manager



**Suggested route from West of Knoxville:**

From I-40 Eastbound take Strawberry Plains Pike Exit 398

Go South ( right ) at the end of the ramp.

At the first Intersection turn East ( left ) almost immediately after exiting ramp.



**Tn DoT Region 2 Headquarters**

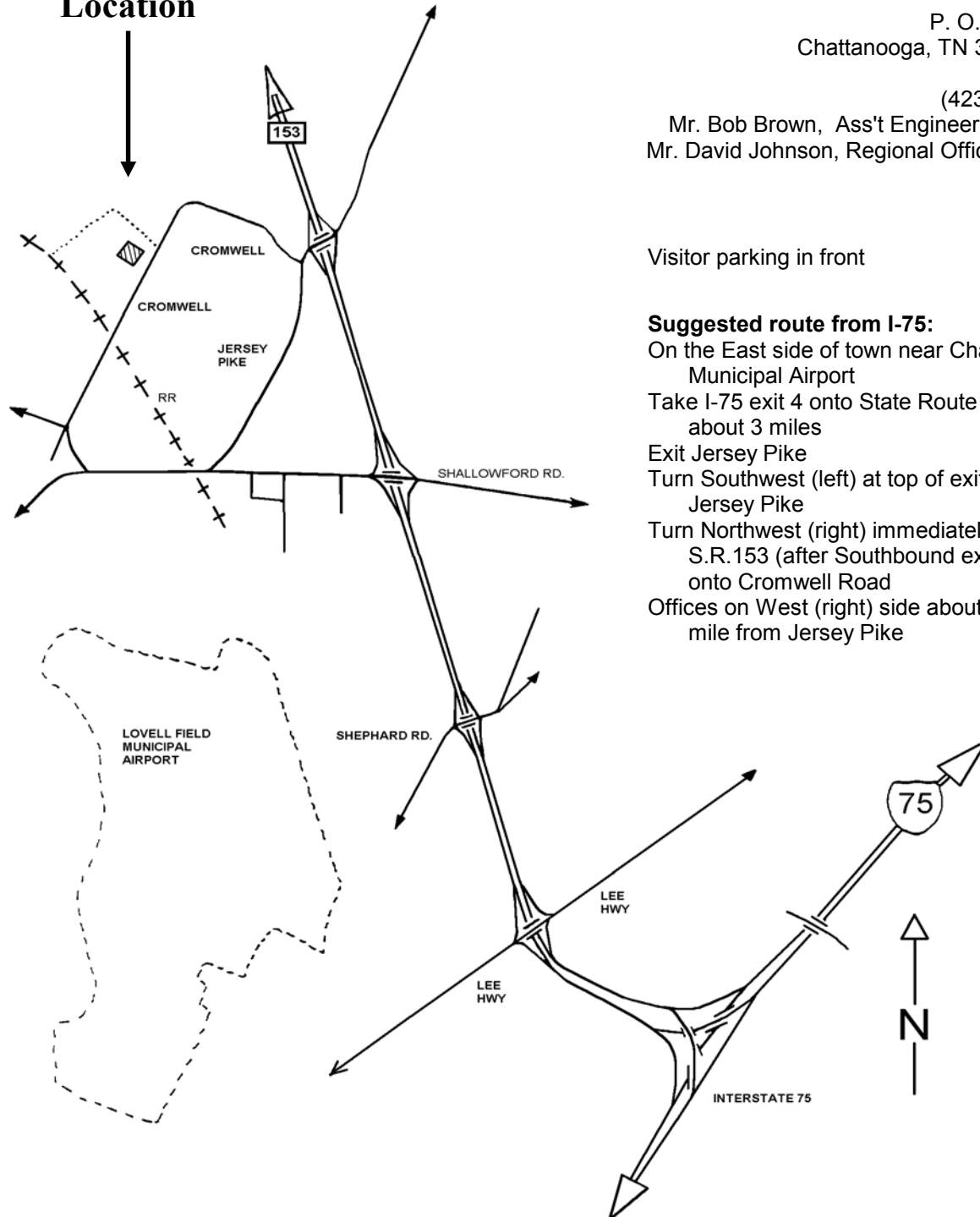
Bureau of Operations Building  
4005 Cromwell Road  
Chattanooga, TN 37421

P. O. Box 22368  
Chattanooga, TN 37422-2368

(423) 892-3430

Mr. Bob Brown, Ass't Engineering Director  
Mr. David Johnson, Regional Office Manager

**Location**



Visitor parking in front

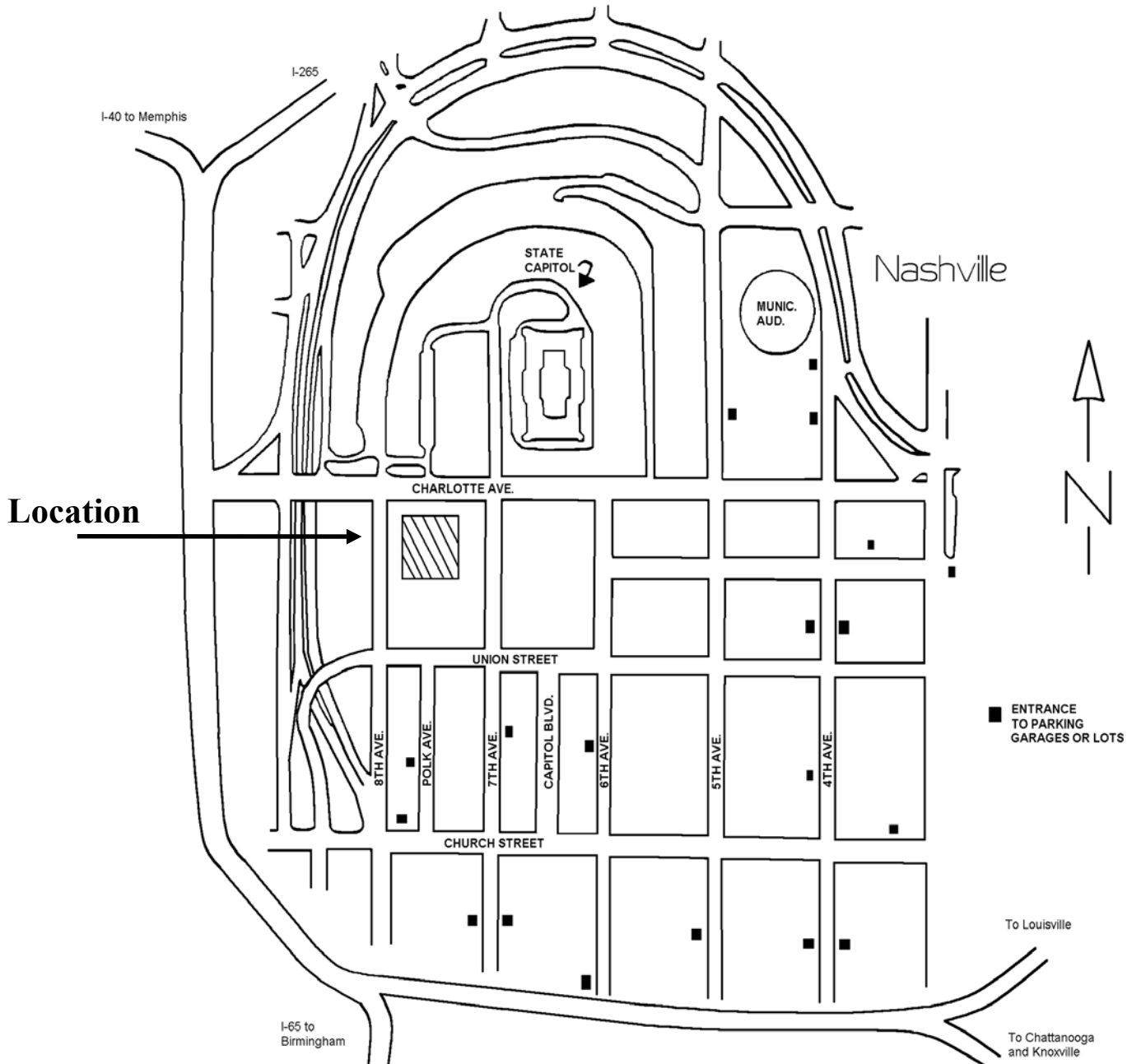
**Suggested route from I-75:**

On the East side of town near Chattanooga  
Municipal Airport  
Take I-75 exit 4 onto State Route 153 North  
about 3 miles  
Exit Jersey Pike  
Turn Southwest (left) at top of exit ramp onto  
Jersey Pike  
Turn Northwest (right) immediately across  
S.R. 153 (after Southbound exit ramp)  
onto Cromwell Road  
Offices on West (right) side about 8/10ths  
mile from Jersey Pike

**William R. Snodgrass Tennessee Tower**  
Conference Center North, Robertson Room  
3<sup>rd</sup> Floor, 312 Eighth Avenue North  
Nashville, TN 37243

(615) 741-4034  
Bidding Coordinator

NOTE: Parking is difficult to find, access into the building is restricted to the 7th Avenue 3<sup>rd</sup> Floor entry, and visitors must sign in at the security desk; so allow for plenty of time for arrival.



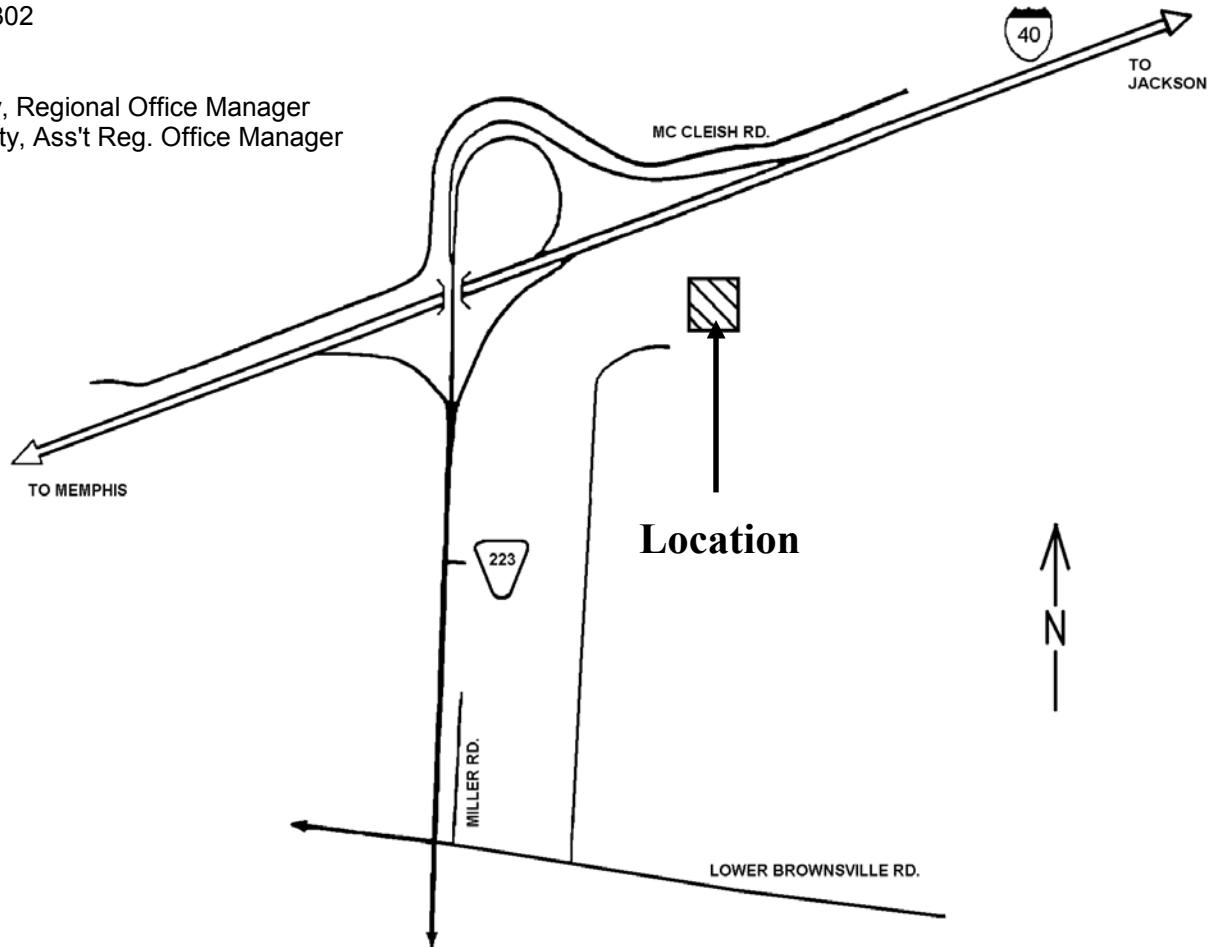
**JACKSON REGION** map to the bid opening location

**Tn DoT Region 4 Headquarters**

300 BenchMark Place  
Jackson, TN 38301

P. O. Box 429  
Jackson, TN 38302

(731) 935-0162  
Mr. Johnny Utley, Regional Office Manager  
Ms. Ellen McCarty, Ass't Reg. Office Manager

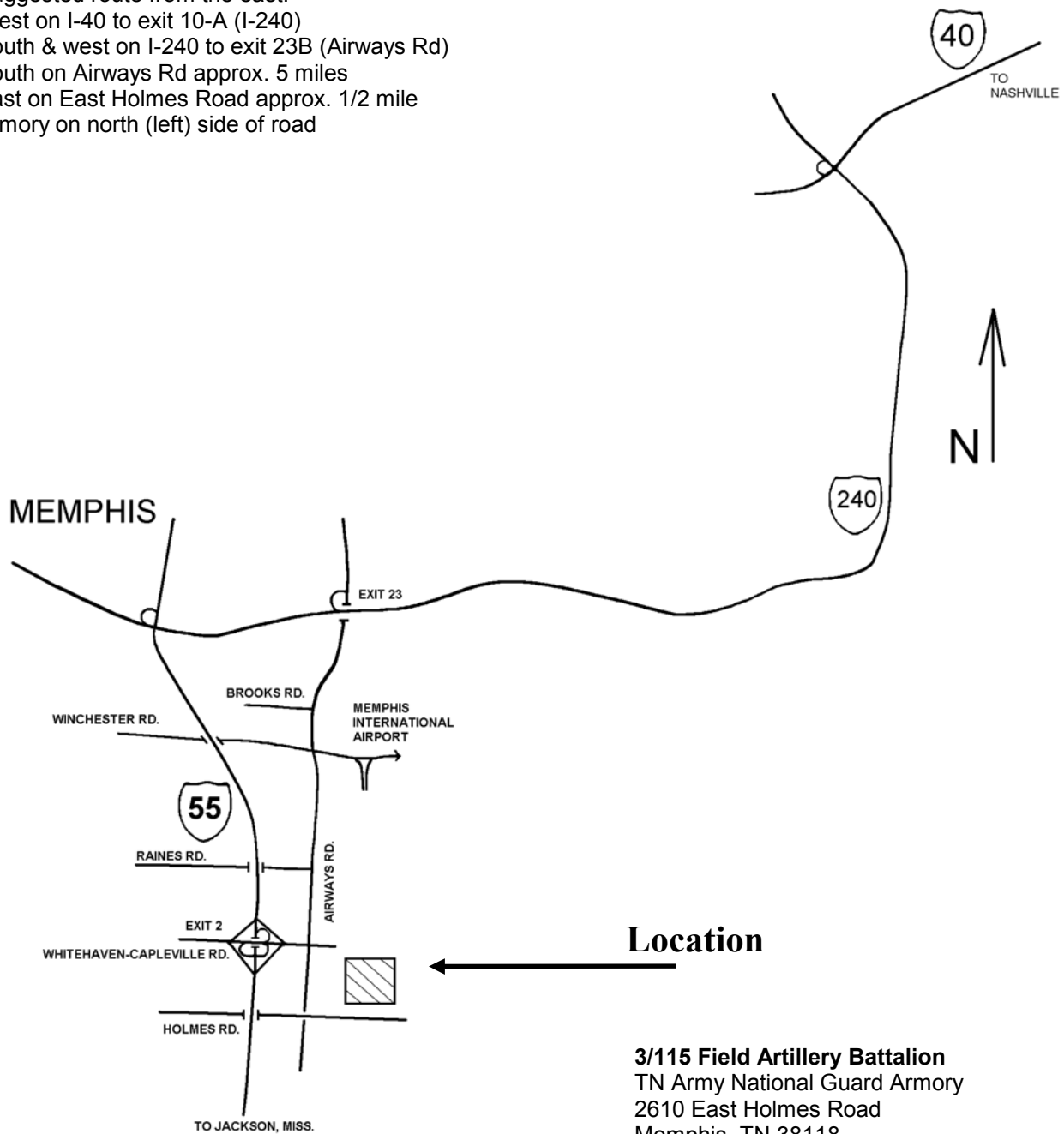


Visitor parking in front

**Suggested route from I-40:**

Take I-40 exit 76 onto State Route 223 Southbound.  
Turn East (left) onto Lower Brownsville Rd.  
Turn East (left) off of Lower Brownsville Rd to TN Dot

Suggested route from the east:  
 West on I-40 to exit 10-A (I-240)  
 South & west on I-240 to exit 23B (Airways Rd)  
 South on Airways Rd approx. 5 miles  
 East on East Holmes Road approx. 1/2 mile  
 Armory on north (left) side of road



### Location

**3/115 Field Artillery Battalion**  
 TN Army National Guard Armory  
 2610 East Holmes Road  
 Memphis, TN 38118  
 P.O.Box 30429  
 Memphis, TN 38130-0429

(901) 543-7637 SFC William Jerome

## Chapter Six

# PROJECT CONSTRUCTION

### 6.01 INITIATING CONSTRUCTION

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- A. The Designer's relationship to the Contractor** shall be as set forth in the Conditions of the construction contract.
- B. The Designer's relationship to the Owner** will transition at the Pre-Construction Conference from working principally with a member of CPM having particular Owner responsibilities for the project planning and design, to working with another member having responsibilities for the project during construction and close-out. Normally, the above transition is the case; however, certain projects may differ due to special circumstances, or possibly if the project is non-centralized. Nevertheless, CPM will have designated for the project a Construction Representative to represent CPM, and as such, this representative will be addressed or copied on all project communications.
- C. Construction Representatives** are a part of the Capital Projects Management (CPM) team, and participate in the Owner's management of the project by performing the following duties:
1. Make regular site visits, attend meetings and inspections - this role is not one of "inspectors", but of observers and conferees.
  2. Confer with the User Agency and the Designer on matters of concern to CPM, and ensure that construction-related information is communicated in a timely manner.
  3. Assist Designer and Contractor in State procedures and paperwork; review payment applications, changes in the Work, and inspection certifications.
  4. Report to CPM regarding the performance of the Contractor and the Designer relating to the contractual obligations of each party.
  5. They may also have limited authority to approve modifications.
- D. General Procedures:**
1. Exact title of project and SBC Number shall be used on all invoices, correspondence and documents.
  2. Designer shall schedule and conduct all meetings, and provide written minutes within two weeks of meeting.
- E. Designer shall maintain the following logs** at commencement of construction, and maintain these through completion. Suggested forms are provided in Appendix 1 - *Administrative Forms*.
1. **I & I Log:** to track the development and resolution of construction Issues, requests for Information, and supplemental Instructions, and serve as a partial agenda for progress meetings.
  2. **P & M Log:** to track the development and resolution of Proposals and Modifications (amendments, change orders, and directives).



- A. Designer will coordinate with Owner (incl. CPM) and Contractor** to initiate Pre-Construction Conference, which will normally be held at the project Site immediately after or concurrent with award of contract. It may be held early, if all parties agree, but should not be held before Owner has received proper bonds, insurance certificates, and the signed agreement from the proposed contractor.
- B. A Pre-Construction Conference Discussion Guide** is provided in Appendix 1 – *Administrative Forms*. This is provided for the Designer's convenience in leading the conference. Copies may be handed out to attendees. The following suggested agenda conforms to this guide.
- C. Suggested agenda for a Pre-Construction Conference:**
1. Record attendance
  2. Record project pre-construction information
    - a. Project Title, Location, SBC Project No.
    - b. Project Representatives.
    - c. Contractor receipt of executed contract and related documents.
    - d. Progress Meetings and Site Visits schedule.
  3. Chain of Communication
  4. Wage Rates and Payrolls
  5. Contractor's Initial Submittals
  6. Local Building Permits
  7. Visitor's Log
  8. Laboratory Reports
  9. Shop Drawings
  10. Construction Record Drawings
  11. Field Reports
  12. Use of the Site
  13. Builder's Risk Insurance
  14. Progress Meetings
  15. Applications for Payment
  16. Retainage
  17. Modifications
  18. Liquidated Damages
  19. Substantial Completion
  20. Work Without Proper Authorization
  21. Final Inspection
  22. Roof Warranty
  23. Minority Participation
  24. Final Payment
  25. Contractor Evaluation
  26. Remaining questions from Contractor.
  27. In addition to the above items, the CPM Construction Representative may have additional items.
- D.** On projects for which the Owner has provided a Scheduling Agent, the initial scheduling conference may be held immediately after the Pre-Construction Conference, or at some other mutually agreed time early in the Work. Section 01316 used for Owner-Assisted Scheduling specifies the time frame and requires participation of the Contractor and subcontractors. The Designer and other appropriate members of the design team are expected to attend the initial scheduling conference. The Designer is expected to have meaningful input, and to gain beneficial insight into the Contractor's intentions.



### 6.03 NOTICE TO PROCEED and CONTRACT TIME

---

- A. Notice to Proceed shall be a written order from the Designer to commence Work and the Contract Time.
- B. **Notice to Proceed should only be issued:**
  - 1. after the contract has been fully executed and awarded;
  - 2. after a Pre-Construction Conference has been held or at its conclusion; and,
  - 3. after all required notifications to regulatory authorities have been submitted properly.

C. **Example Language for Notice to Proceed:**

"This is your Notice to Proceed, commencing the Contract Time on February 11, 2002. You may occupy the site and commence Work on that date. Your contract states that Substantial Completion shall be achieved 120 calendar days from and including that date. You are therefore required to be Substantially Complete on June 10, 2002."

- D. Note that in the above-suggested wording, Contract Time is counted with February 11, 2002 as day 1 of the 120 days. Contract Time is counted "...from and including..." the date of commencement.

### 6.04 SITE OBSERVATIONS

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- A. The Designer (and to the extent necessary the Designer's consultants) shall make on-site observations during critical phases of construction, and a minimum of twice a month, to guard against nonconformity of the work with the Contract Documents.
- B. For all visits of the site, a written project observation report shall be submitted to the Owner and Contractor for information. A suggested "Field Report" form is provided in Appendix 1 - *Administrative Forms*. The report shall provide information that includes observed nonconforming items.
- C. Observed nonconforming items shall be discussed with the Contractor at each progress meeting, and the Designer shall consider such deficiencies in evaluation of the Contractor's application for payment.



**A.    Progress meetings are intended to be an opportunity for:**

- Contractor to submit applications for payment, and attachments;
- a general review of pending change orders and proposals;
- review progress of the Work;
- identifying and mitigating impediments to timely completion.

The Designer will conduct and take minutes of Progress Meetings.

**B.    Recommended agenda for a progress meeting:**

1.    Review progress of Work and field observations since previous meeting.
2.    Review updated project schedule.
3.    Projected progress leading to next meeting:
  - a.    Problems, conflicts, and other impediments to timely completion.
  - b.    Corrective measures to restore the schedule.
  - c.    Revisions to the schedule.
4.    Submittal review.
  - a.    Status of submittals yet to be made by Contractor.
  - b.    Status of submittals yet to be returned to Contractor.
5.    Review of Designer's Logs (See page 6.01).
  - a.    I & I Log: Issues, Information, & Instructions:
    - 1)    Problems with existing conditions.
    - 2)    Extraordinary delays and time extensions.
    - 3)    Clarifications and interpretations.
  - b.    P & M Log: Proposals & Modifications:
    - 1)    Proposals requested but not yet received from Contractor.
    - 2)    Contractor's proposals under consideration and new proposals.
    - 3)    Change orders in process or immediately approvable.
6.    Review of Field Reports.
  - a.    Designer's Field Reports.
  - b.    Construction Representative's Field Reports.
  - c.    Commissioning Agent's Observation Reports, if applicable.
7.    Sign unexecuted Change Orders.
8.    Check Record Documents to ensure currency.
9.    Review the current Application for Payment.  
(Refer to 6.05 Contractor Applications for Payment.)
10.   Review items from Pre-Construction agenda as needed.
11.   Other business, as appropriate.
12.   Confirm time, date, and place for next meeting.





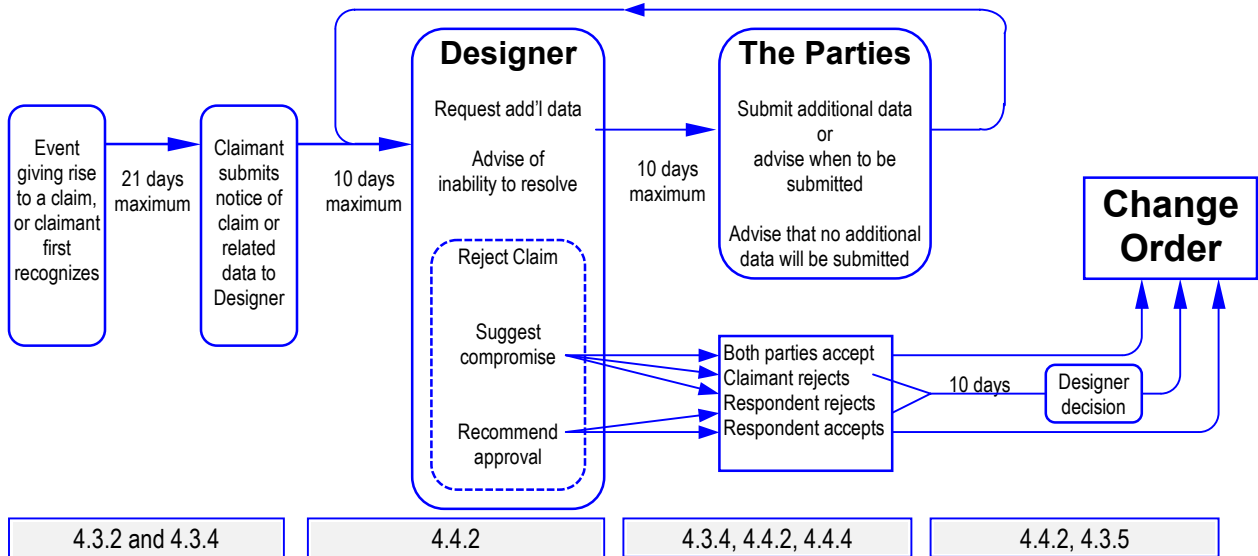
- A. Applications for payment should be reviewed at progress meetings**, and if in good order, initialed by the CPM Construction Representative to facilitate timely processing by CPM.
- B. Review outline for Application for Payment:**
- a. Properly identified with project title, SBC number, application number, and period of application.
  - b. Reflects correct Contract Sum.
  - c. Excludes unapproved or pending change orders.
  - d. Total Completed and Stored to Date.
    - 1) G703 Schedule of Values.
    - 2) Representative of work completed and without significant deficiencies.
    - 3) On-site stored materials evident.
    - 4) Off-site stored materials properly documented and insured with State named as insured.
    - 5) Amounts claimed on allowances properly documented.
  - e. Comparison of percentages of Completion and Time.
  - f. Retainage: Consistent with Contract Documents.
  - g. Reflects correct prior payments.
  - h. Signed by the Contractor, and notarized.
  - i. Attachments and accompanying submittals:
    - 1) Documentation for allowances and off-site storage.
    - 2) Insurance certificate(s) for off-site storage.
    - 3) Consent of Surety if retainage reduced.
    - 4) Updated Progress Schedule.
    - 5) Visitor's Log and Shop Drawing Log.
    - 6) Unit Price Log (if applicable)
  - j. Refer to Contract Documents (esp. Division 01) for other possible attachments or further requirements to be met by Contractor for Designer approval of application.
- C. If certifying an amount other than the amount for which applied**, mark & initial all affected line items in the Application and in the Continuation Sheet. An explanatory cover letter may be necessary.
- D. Distribute the certificates for payment thus:** (Unless otherwise instructed by CPM.)
- 1. 1 copy retained by Designer.
  - 2. 1 copy to the Contractor for information.
  - 3. 1 copy to the CPM Construction Representative.
  - 4. Original and 2 copies to F&A Office of Business & Finance (address on page 1.03).
  - 5. Remaining copies to User Agency, which may include a copy to the facility manager on site. Appropriate total number will have been stipulated in Section 01290.



## 6.07 CLAIMS

- A. The procedures for claims are detailed in the Conditions for General Work, but it is hoped that the following flowchart is of some assistance.

Claims Flowchart:



## 6.08 MINOR CHANGES AND DIRECTIVES

- A. **Orders for minor changes in work**, normally issued on AIA document G710 Architect's Supplemental Instructions, should be issued with care not to overstep contractual authority. General Work Documents (Conditions at 4.3.7 and 7.4) requires written authority from Owner to proceed if there is an impact on Contract Sum or Contract Time.
- B. **Directives may be issued occasionally**, but are generally reserved for emergency situations, and are not necessarily big time savers. Directives shall be written on the same form as that specified for Change Orders. Refer to "Example Change Order" form shown on page 6.10c.



- A. Complete discussion of proposed changes shall take place** before final paperwork is initiated. Designer should endeavor to channel a complete flow of information between Contracting Agency and Contractor, including additional explanation for changes, such as a letter explaining justification or history of the decision to make a change, or Designer's original request for Proposal if unsuitable for direct attachment. Designer shall document the justification for each item.
- B. Designer will be provided budget information by Owner**, and should keep track of pending change proposals and consider their impact on the Owner's budget. "Hoarding" changes over a long period for a multi-item change order is strongly discouraged; as this usually has a negative impact to the project. Therefore, change orders should be processed as soon as possible.
- C. Prior review by Owner:** If documentation for a particular item is complete while documentation is being assembled for other items of a change order, advance submittal of the one-item proposal to the appropriate Owner parties and the CPM Construction Representative can allow problems in the documentation to be addressed before a formal change order is in process, and facilitate the final approval process.

**CPM will particularly scrutinize:**

1. Changes resulting in individual or cumulative change approaching 10% of original Contract Sum or significantly impacting construction contingency.
  2. Extended overhead or damage claims.
  3. Critical time extensions and extensions on projects with Owner Assisted Scheduling (Scheduler recommendation required).
  4. Changes inconsistent with original design intent or scope.
  5. Changes requested after Substantial Completion.
  6. Changes resulting from Designer errors or omissions in the Contract Documents.
- D. Designer errors and omissions** that are considered excessive in number or especially costly to the Owner will be looked upon with great displeasure by CPM. The Designer has a responsibility for providing a design that is in accordance with sound and accepted engineering and architectural practices. Such practices would include providing a design that is generally exact and complete, and not with excessive or costly errors and omissions. If, in CPM's judgment, change order work is required that is resultant from excessive or costly errors and omissions, then CPM will require the following actions to be taken:

**CPM actions:**

1. If the associated costs would have been included in the initial contract sum had the error or omission not been made, then Designer shall be expected only to assume all required additional design costs.
2. If the associated costs would not have been included in the initial contract sum had the error or omission not been made, then Designer shall be expected to assume all required additional design costs *and* an appropriate portion of the construction costs.
3. The above actions will be included in the Designer's evaluation, and reported via the evaluation to members of the State Building Commission.



- E. For a change in the Contract Time, the Contract Sum, or both** based on a proposed or ordered change in the Work, Designer should obtain a Contractor's proposal to complete the described change in the Work.
- 1. For change in Contract Time, proposal shall explain** its direct relationship to time needed to procure materials plus the labor and equipment time required to perform the Work, and the resultant effect on the required Substantial Completion date.
  - 2. For change in Contract Sum, proposal shall show** major category cost subtotals, plus applicable percentages for overhead and profit. The proposal must be supported by Section 01258 Cost Itemization Form(s) as specified, completed to show values of direct cost to Contractor and subcontractors. Separate itemizations are preferred from General Contractor and from each applicable subcontractor. Quote:
    - a. Materials:** units, costs, quantities, & total for each item.
    - b. Equipment:** hours, rate, & total for each item.
    - c. Labor:** hours, rate, & total for each item.

NOTE: If Wage Rates did not apply to Contract previously, but proposed change will increase Contract Sum to level of applicability; then rates will be applicable to work not yet completed at time Change Order is approved.
- F. For a change in Contract Time based on delays** beyond the control of Contractor:
- 1. Provide Contractor's initial letter making claim** for extension of time within 21 days after commencement of delay, and stating nature of delay, immediate impact, and whether delay is isolated or continuing. And, if a continuing delay, Contractor's subsequent letter detailing full scope of delay.
  - 2. Provide Contractor's supporting data:**
    - a.** Contractor's daily work logs documenting delay, if required.
    - b.** For weather related delays, a monthly summary of local climatological data as reported by the National Oceanic and Atmospheric Administration for the reporting station nearest the affected location; as an impartial basis for evaluating weather conditions, when applicable.
    - c.** If an unusual and not reasonably anticipatable manufacturing or shipping delay, a letter from the manufacturer or shipper explaining the delay, and if based on weather, climatologic data as stated above.
  - 3. Provide Designer's letter of evaluation and recommendation:**
    - a.** if in disagreement with or reducing Contractor's claim;
    - b.** if claim is based in whole or part on daily work logs; or,
    - c.** if letter is substituting for Designer-reviewed Contractor work logs or climatologic data, so long as reviewed data is available to Owner, if requested.
- G. When adding work after Substantial Completion** (strongly discouraged), identify the added work as part of an existing time element, or as a separate Phase. If defining as a separate Phase, assign the Phase a two-character identifier, a caption, a specific interval of time for substantial completion, and a specific amount for Liquidated Damages (such as "Phase 3a, Paving Joe's Driveway, to be Substantially Complete 10 days from and including date of order to commence, subject to \$37 per day Liquidated Damages").



**A. Change Order Form and Content:**

1. **The Owner produces the Change Order.** Change Orders shall be written on the form specified in sections 01250 - 01259
2. **The Change Order document will include:**
  - a. Description of the change(s) in Work, either completely or briefly, with reference to a fully descriptive attachment; and, identifying prior Directive or Construction Change Authorization, if applicable.
  - b. Statement of the change(s) in Contract Sum and Contract Time, both per item and total. The brief summary of changes in Contract Sum and Contract Time provided at the bottom of the form does not take the place of the statement included in the body of the form.
  - c. Separate items for extensions of time unrelated to change in Work, such as delays or suspensions.
  - d. Reference to attachments (See paragraph 6.09.B *Change Order Attachments*.)
3. **Pagination:**
  - a. Single-page change orders with attachments are preferred. In the example change order to follow, differing compositions are used to maintain a single primary page.
  - b. If multiple pages are necessary, use the top half of the form at the top of every page, and the bottom half of the form at the bottom of the last page. Cite the project title (and number), change order number, and "page [page] of [total pages]" at the top of every page of a multi-page change order.
4. **Signatures of the Owner depend on Contracting Agency, thus:**
  - a. The CPM Assistant Commissioner, or authorized designee, is required to sign.
  - b. For a Contracting Agency other than TN Dept. of Finance & Administration, the head of the Agency is required to sign; and customarily, other representatives of the Contracting Agency who signed the original agreement may be required to sign also.

**B. Change Order Attachments**

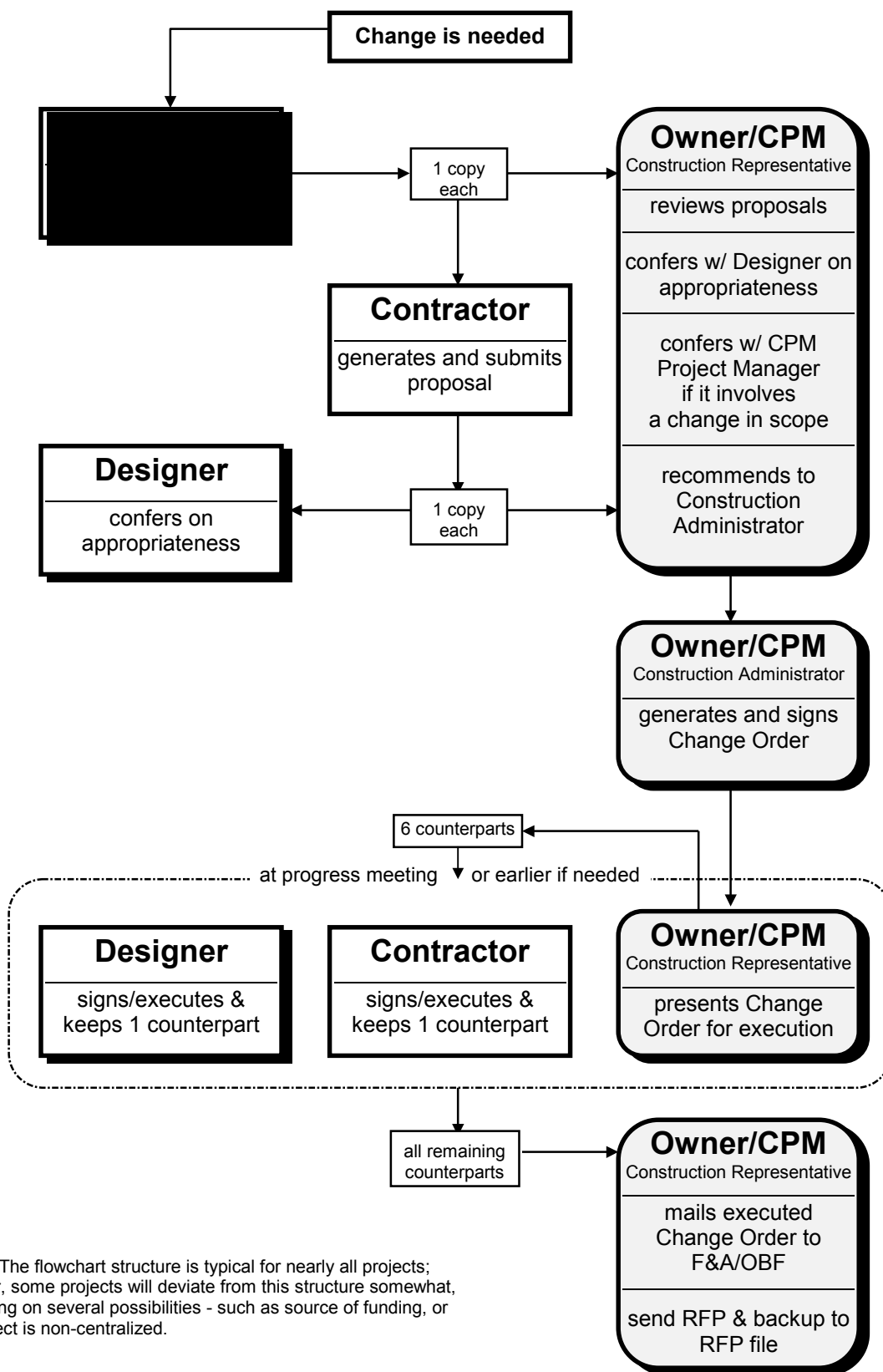
1. **Every document attached to a change order must be referenced in it.** Reference may be indirect, such as a referenced attachment making further reference to another attachment.
2. **Attachment references** should be adequately descriptive to provide a clear meaning of its contents - a reference such as "Attachment A" is inadequate. If an attachment addresses multiple changes or issues, each item should have an adequate sub-reference.
3. **Attachment contents** should be limited to a complete description of the proposed change(s) in the Work. If at all possible, no issues or items should be included which are not associated with the contents of the change order.
4. **General Reference Attachment** should be used to further reference and organize multiple attachments. This should be a dated letter or similarly formalized document from the Designer. When properly applied, this is the only attachment actually referenced in the change order form. For each item, this "master attachment" repeats the brief information from the body of the change order, and adds justification, fuller description, and detailed references.

**C. Processing Change Orders and Directives:**

1. **CPM prepares and signs a minimum of six (6) counterparts.** If the Contracting Agency is TN F&A, CPM sends to Construction Representative; otherwise, CPM sends to Contracting Agency, which signs and sends to Designer.
2. Ideally, Designer and Contractor sign at Progress Meeting, and each retains a counterpart.
3. If the Contracting Agency is TN F&A, Designer returns four (4) counterparts to TN F&A Office of Business & Finance (OBF); otherwise, Designer sends one (1) counterpart to TN F&A OBF, and sends three (3) counterparts to Contracting Agency.



## Change Order Process Flow Chart



NOTE: The flowchart structure is typical for nearly all projects; however, some projects will deviate from this structure somewhat, depending on several possibilities - such as source of funding, or the project is non-centralized.



## Example Change Order

(Reminder: prepared by CPM)

### Contract Change Order

Project ID: 126/099-02-01	Project Description:
Change Order Number: 3	Museum Addition
Sub Project ID: 0	Green Acres State Park
Original Contract Date:	Hooterville, TN
This Change Initiated:	

The following changes in the Contract are hereby directed:

<u>Item</u>	<u>Reference</u>	<u>Description</u>	<u>Amount</u>	<u>Days</u>
		Refer to attached letter from Designer to Owner dated 14-Apr-02 for detailed descriptions of the following items.		
1	RFP # 1	Add seating at telephone pole phone area.	+ \$ 12,042.00	4
2	RFP # 1	Add ADA curb cut.	+ \$ 125.00	No change
3	RFP # 2	Add intercom station at curator's office.	+ \$ 235.00	No change
4	RFP # 2	Add additional lighting in "Arnold's Pen" kid's area.	+ \$ 2,005.45	1
5	RFP # 3	Deduct - reduce signage allowance.	- \$ 800.00	No change
6	RFP # 4	Weather delay - March 2002		7

End of Change Order Items.

The original Contract Sum	\$ 3,326,500.00
Net change previously authorized	\$ 31,027.14
The Contract Sum prior to this modification	\$ 3,357,527.14
This modification (increases/ <del>does not change</del> /decreases) the Contract Sum	\$ 13,607.45
The new Contract Sum, including this modification	\$ 3,371,134.59
This modification (increases/ <del>does not change</del> /decreases) the Contract Time	12 calendar days
The new Contract Time, including this modification	274 calendar days
The last day of the Contract Time, including this modification	13 July 2002

<b>CONTRACTOR</b> Signed _____ Name _____ & Date _____ for _____	<b>DESIGNER</b> Signed _____ Name _____ & Date _____ for _____	<b>OWNER</b> Signed _____ Name _____ & Date _____ for _____
---	---	--



- A. Schedule an inspection** with Contractor, major subcontractors, Designer's consultants, and Owner's representatives upon receipt of the following from Contractor:
1. Written assertion that Work is Substantially Complete.
  2. Written list of items to be completed or corrected and dates scheduled for completion or correction of each item.
  3. Written certification that orientation and training for specific-named facility maintenance personnel is complete or written assertion that it will be prior to inspection.
  4. Operating & Maintenance Data Binder(s) or written assertion that they will be complete and available prior to inspection.
- B. Standard provisions** for Substantial Completion procedures and payment are in:
1. Conditions paragraph 3.11 and Article 9.
  2. Specification sections 01290, 01770, and 01781 or 01782.
  3. If applicable, Roofing System Warranty Section 01786.
  4. Check whether videotaping or other special requirements were specified relative to equipment demonstrations in a 01800 series section, or elsewhere in the specifications.
- C. Recommended agenda for a Substantial Completion Inspection meeting:**
1. Preliminary:
    - a. Consider status of Contract Time.
    - b. Review Contractor's list of incomplete items.
    - c. Verify demonstration of equipment and systems.
    - d. Verify completeness of Operation & Maintenance Data Binders.
    - e. Review commissioning progress, if required.
    - f. Log of outstanding issues.
  2. Conduct inspection tour of the Work.
  3. Review results of inspection (reschedule if incomplete and explain re-inspection cost:)
    - a. Discuss Punch List of incomplete contract requirements, or construction activity, outstanding issues and documentation, and time frame for corrections.
    - b. Discuss Substantial Completion certification and partial release of retainage.
    - c. Review/adjust Contractor's application for payment.
  4. Review unfinished construction business:
    - a. Review requirements for completion of warranty documents.
    - b. Review balance of allowances and unit prices, if applicable.
    - c. Set date for Final Completion and schedule Final Inspection.
    - d. Discuss 25% Liquidated Damages assessed beyond Final Completion date.
- D. Certifying Substantial Completion:**
1. When Contractor has submitted Operating & Maintenance Data Binders, and Designer and Owner has found these complete and correct in accordance with specifications, Designer shall turn the Binders over to Owner's facility manager (See page 6.12).
  2. Inasmuch as the Operating & Maintenance Data Binders are prerequisite to Substantial Completion, issue of Certificate of Substantial Completion constitutes certification by the Designer that construction activity, plus binders, are substantially complete. Designer shall include in punch list notations regarding data binders and other documentation, so that the punch list addresses the whole Work, not just construction activity.





- A. When record documents, such as Data Binders, are turned over to a facility manager, **Designer shall certify the completeness of the documents** in a cover letter which shall include a place for the facility manager to sign as a receipt for the Binders. The receipt shall not relieve Contractor or Designer of their obligations with respect to completeness of record documents. Designer shall obtain such receipt from the facility manager and forward a copy to CPM.
- B. **Advertisement immediately upon Substantial Completion** may be required:
1. Determine whether any one of the **following circumstances** apply:
    - a. The contract has no Surety; normally, when the Initial Contract Sum is \$100,000.00 or less.
    - b. The Designer has been instructed by the Owner to advertise the final payment; for reasons such as:
      - concern regarding the General Contractor's payment for all materials, labor, and equipment used on the project; or,
      - the General Contractor has been declared in default.
  2. **If any of the above circumstances apply, then the Designer shall advertise** a legal notice of the impending final completion of the Work, calling for the filing of all claims:
    - a. on a Wednesday, if possible, within seven (7) days of the Substantial Completion date;
    - b. in a newspaper published in the county where the work is located, or if no such newspaper is published, then in a newspaper in an adjoining county; and,
    - c. following the model of the form titled "*Notice of Settlement*", provided in Appendix 1 - *Administrative Forms*.
  3. **Transmit a copy of the legal notice** to all known subcontractors & suppliers, and to Contractor.
  4. When such advertisement is made, payment is normally not made to the Contractor until at least thirty (30) days after the advertisement.
- C. **Claims filed for non-payment** shall be dealt with in the following manner:
1. Notify Contractor of claims filed and request a response as to Contractor's position on the matter, and intent for resolution of claim.
  2. Consult with CPM as to determining the degree of concern applicable to the amount and number of claims filed.
  3. If circumstances warrant a degree of concern that Contractor resolution of claims filed will not be forthcoming in an adequate timeframe; then:
    - a. Notify Contractor of Owner intent to withhold payment until Contractor demonstrates an appropriate resolution of claims.
    - b. If the contract has a Surety, notify Surety of claims and of Owner intent to withhold payment.
  4. If an adequate resolution appears unlikely, then proceed with default procedures.



- A. Schedule an inspection** with Contractor, major subcontractors, Designer's consultants, and Owner's representatives upon receipt of the following from Contractor:
1. Certification that a qualified person authorized by Contractor has reviewed the Contract Documents and inspected the Work.
  2. Written assertion that the Work is complete and in accordance with Contract Documents and ready for Final Inspection.
  3. Additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, or written assertion that such will be complete and available prior to inspection.
  4. Project Data Binders, or written assertion that they will be complete and available prior to inspection.
  5. Construction Record Documents, or written assertion that these will be complete and available prior to inspection.
- B. Standard provisions** for final inspection procedures and payment are in:
1. Conditions paragraph 3.11 and Article 9; and,
  2. specification sections 01027, 01700, and 01725 or 01726.
- C. Recommended agenda for a Final Inspection meeting:**
1. Preliminary:
    - a. Review Substantial Completion inspection "Punch list".
    - b. Verify and document delivery of surplus stock to Owner.
    - c. Verify completeness of Project Data Binders.
    - d. Verify completeness of Construction Record Documents.
  2. Conduct Inspection tour of the Work.
  3. Review of results of inspection (reschedule if incomplete and explain re-inspection cost.)
  4. Review unfinished construction business:
    - a. Applicability of 25% Liquidated Damages.
    - b. Outstanding contract modifications needed (incl. allowances and unit prices.)
    - c. Contractor's outstanding debts and final payment, including required attachments.
    - d. Year End Warranty Inspections.
  5. Review unfinished design business:
    - a. Certification of final completion.
    - b. Erasable Mylar Transparencies and/or Microfilm.
    - c. Designer's Data Binders (Refer to Chapter 7 - *Close-Out and Record Documents*.)
- D. Certifying Final Completion:**
1. When Contractor has submitted Project Data Binders and Construction Record Documents, and Designer has found these complete and correct in accordance with the Contract Documents, Designer shall turn the Binders over to Owner's facility manager. See page 6.11 - *Construction Close-Out*.
  2. Inasmuch as the Project Data Binders and Construction Record Documents are prerequisite to Final Completion, certification of Final Completion constitutes certification by the Designer that construction activity, plus all required documentation, is complete.



- A. Before making application for final payment**, Contractor must correct any deficiencies in data binders and other record documents, and Designer is to certify final completion.
- B. Requirements for Final Payment** to Contractor can be found in Conditions paragraph 9.10, and in Section 01290.
- C. Chapter 7 - Closeout and Record Documents** addresses closeout work that the Owner expects of the Designer after the Contractor has completed the requirements to merit final payment. Refer to Chapter 7 particularly with regard to disposition of Construction Record Documents.
- D. Shortly before the end of one year from Substantial Completion date**, a Year-End Warranty Inspection shall be held with Contractor, major subcontractors, Designer's consultants, and Owner's representatives to determine the extent of corrective work, if any, that the Contractor must undertake pursuant to the general warranty of the Work. When Warranty Inspection is coming due, CPM reminds the Designer to take the lead in scheduling the inspection.
- E. Year-End Warranty inspection is required** and should not be considered optional (See Section 01770, Part 1.05).
- F. Recommended agenda for Warranty inspection:**
  - 1. Preliminary:
    - a. Review Record Documents.
    - b. Review Substantial Completion inspection "Punch list".
    - c. Review list of "warranty items" generated at Final Inspection.
    - d. Discuss known problems with facility manager and staff.
  - 2. Inspection tour of the Work.
  - 3. Review of results of inspection:
    - a. List of items requiring corrective work.
    - b. Timetable for corrective work.
- G. Designer shall submit a written report** of the inspection to Owner within (7) seven days.

<b>CHAPTER 6 END</b>
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## Chapter Seven

# CLOSE-OUT AND RECORD DOCUMENTS

### 7.01 RECORD DRAWINGS, INFORMATION, AND INSTRUCTIONS

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- A. **The Contractor is to provide** project data binders and marked-up project Record Documents in accordance with the Construction Contract Documents.
- B. **The Designer has similar contractual obligations** to provide final Record Documents in accordance with paragraph 2-1-38 of the Terms and Conditions SBC-6a.
- C. **Designer shall furnish the following Record Documents** to Owner's Project Manager, updated through project completion and conforming to the project as finally constructed, reflecting all changes caused by addenda, change orders & other modifications, and observed changes, unless the Owner specifically exempts certain portions. Verify project requirements with the Project Manager.

**List of Record Documents:**

- 1. **Corrected Record Drawings**, on erasable Mylar transparencies suitable for reproduction.
- 2. **SBC-25 form**, complete and updated.
- 3. **Contractor's final application** and certificate for payment.
- 4. **Addenda and Change Orders**; sequentially, including attachments. Oversize sheets, such as drawings, may be marked to correspond to the applicable addenda or change order, and inserted at the end of the Corrected Record Drawings.
- 5. **Project Manual**, corrected (marked-up) including:
  - a. **Table of Contents and lists of drawings** updated to reflect changes by addenda and modifications.
  - b. **Conditions**, including AIA documents.
  - c. **Specifications**, updated to reflect changes by addenda and modifications.
- D. **Designer shall furnish Record Documents on special media** as an Additional Service in the order listed above, in accordance with the specifications of Part 7.02, and by the following procedures:
  - 1. **Production costs are reimbursed; however**, the Designer should check with the Contracting Agency to confirm the extent of basic Record Documents desired, as listed above. If the basic requirements are reduced, the reasonably attributed savings shall be credited to the production costs.
  - 2. Use the services of a firm engaged regularly in production of the type involved.
  - 3. **Use updated documents that reflect the as-built conditions** of the project. Files in electronic format are ideal, or use best hardcopy only if electronic format is not available or not feasible to use.



**A. Microfilm Specifications:****1. Media Format:**

- a. **Furnish one (1) complete 35mm negative image** (dark background, light lines).
- b. The Original shall be record quality, silver negative, fully processed film. Image background density of the original camera negative shall be in the 1.1 to 1.35 range as measured with a densitometer. Resolution of the original camera negative shall be a minimum of 112 lines per millimeter as measured by exposing the National Bureau of Standard's Microscopy Resolution Test Chart at the beginning and end of each roll of the microfilm.

**2. Procedure:**

- a. **At the start of the filming** of drawings, shoot a frame of a flat Architect's scale and Engineer's scale to establish the scale of reduction of drawings.
- b. The Project Manual, and other small size documents may be grouped "eight up" for filming, similar to "Scan".

**B. Compact Disk Specifications:****1. Media Format:**

- a. **Furnish three (3) complete renditions** in electronic format on CD-R.
- b. CD-R media shall be of highest quality, utilizing phthalocyanine dye and gold reflective layer in the manufacturing process. CD-R's manufactured with cyanine dye and aluminum reflective layer are not acceptable.

**2. Storage, View and Retrieval Requirements:**

- a. Files shall be saved in their native file format and contained in a single database.
- b. Database shall be self-contained on the CD-R with all required software to search, view and retrieve all files contained in the database without necessitating the use of additional software.
- c. Database shall have the capability for password protection.
- d. Retrieved files must be able to be launched from the CD back into the software application that created the file, or into another compatible application to allow for revisions to be created.
- e. Retrieved files shall be capable of being copied as a saved file in the native file format - the original archived copy cannot be moved or changed.

**3. Approved Database Software:**

- a. **"Alchemy", version "SP3" or later.**
- b. Other software meeting the above requirements may be submitted to CPM for approval.
- c. Check with CPM for known vendors able to provide the required services.

<b>CHAPTER 7 END</b>
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Tennessee Department of Finance & Administration

# **CAPITAL PROJECTS MANAGEMENT**

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# ***ADMINISTRATIVE FORMS***

## **Appendix One** to the **Designers' Manual**



# Standard Form of Agreement between Owner and Designer

## Part A:

**A.1** This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
by and between the **State of Tennessee**

**DEPARTMENT OF FINANCE AND ADMINISTRATION on the behalf of the**

**<<State Agency>>**

hereinafter called the **Owner**, and

**<<Designer>>**

**<<Designer Address>>**

**<<City>>, <<State>>, <<Postal Code>>**

hereinafter called the **Designer**.

**A.2** WITNESSETH, whereas it is the intention of the Owner to complete the work of the project titled

**<<Description>>**

hereinafter called the Project, at a Maximum Allowable Construction Cost not to exceed

**<<MACC>>/100TH DOLLARS**

**\$<<MACC>>**

unless adjusted by the Owner by written Supplemental Agreement, and  
whereas the Owner desires the services of the Designer hereinafter set forth.

**A.3** NOW, THEREFORE, The Owner and The Designer, for the consideration hereinafter set forth, agree as follows:

## Part B:

**B.1** The words “**Terms and Conditions**” as used in this Agreement shall be a reference to the provisions contained in the February 1999 Form SBC-6a, Standard Terms and Conditions for Agreement Between Owner and Designer. Form SBC-6a, Standard Terms and Conditions for Agreement Between Owner and Designer, Articles 1-16, pages 1-10, are hereby made a part of this Agreement as fully and to the same effect as if embodied verbatim herein.

**B.2** The Designer shall provide professional services for the Project in accordance with the Terms and Conditions.

**B.3** The Owner shall compensate the Designer in accordance with the Terms and Conditions as follows:

**B.3.1** For the Designer’s Basic Services, **Phases 2-1-<Paragraph No.> through 2-1-<Paragraph No.>, Paragraphs 2-1-1 Through 2-1-<<Paragraph No.>>**

☐ as defined in the Terms and Conditions, the fee shall be a lump sum of:

**<<LUMP SUM AMOUNT>>/100TH DOLLARS**

**\$<<LUMP SUM AMOUNT>>**

OR

☐ as defined in the Terms and Conditions,  
the fee shall be a multiple of Direct Expense with a maximum fee not to exceed:

**<<DIRECT EXPENSE>>/100TH DOLLARS**

**\$<<DIRECT EXPENSE>>**

**B.3.2. Compensation for the Designer**, applicable to payment for basic services when such are based on a multiple of direct expense, and applicable to extra fees for Designer's Additional Services, are as follows:

**B.3.2.1** Principal's time at a fixed rate, in dollars per hour, not to exceed one hundred twenty-five and no/100 dollars (**\$125.00**).

**B.3.2.2** Employee's time computed at a multiple of two and forty-five one hundredths (**2.45**) times the employee's Direct Personnel Expense as defined in the Terms and Conditions, not to exceed the maximum hourly rate of one hundred twenty-five and no/100 dollars (**\$125.00**).

**B.3.2.3** Professional consultants engaged for the normal structural, mechanical, electrical, civil, or architectural services, at a multiple of one and twenty one hundredths (**1.20**) times the amount billed to the Designer, computed in accordance with clauses B.3.2.1 and B.3.2.2 above.

**B.3.3 Designer's Principals**, for the purpose of this Agreement are:

<<Principals>>

**B.3.4 Designer's Consultants**, for the purposes of this Agreement, are:

Services	Firm	Principal	Registration Number
<b>Structural:</b>	<<STRUCTURAL>>		
<b>Mechanical:</b>	<<MECHANICAL>>		
<b>Electrical:</b>	<<ELECTRICAL>>		
<b>Architectural:</b>	<<ARCHITECTURAL>>		
<b>Other:</b>	<<OTHER>>		

**B.3.5** For the **Designer's Reimbursements**, amount expended as defined in the Terms and Conditions.

**B.3.6** For obtaining surveys, reports, tests, and engineering data, as defined in the Terms and Conditions, the Owner shall reimburse the Designer at a multiple of one and twenty one hundredths (**1.20**) times the direct cost.

**B.3.7** The conditions of payment shall be as described in the Terms and Conditions.

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## Part C:

**C.1 Professional Liability Insurance** coverage, as set forth in the Terms and Conditions, is required as follows:

<<INSURANCE>>/100TH DOLLARS

\$<<Insurance>>



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## Part D:

**D.1** The Designer agrees to begin work upon receipt of a fully executed counterpart of this Agreement and to pursue its work with diligence.

**D.2** The Designer agrees to a schedule as follows:

To complete services described in paragraphs 2-1-1 through 2-1-21 of the Terms and Conditions within  
<<DDP>>  
calendar days from the date of Notice to Proceed:

AND

To complete services described in paragraphs 2-1-22 through 2-1-26 of the Terms and Conditions within  
an additional  
<<CDP>>  
calendar days from approval of the work performed in paragraphs 2-1-1 through 2-1-21 of the Terms and Conditions

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### Reviewed and approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Architect or designee

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**In witness whereof**, the Owner and the Designer have executed this Agreement.

Designer: <<Designer>>

*Person(s) signing for Designer must be named as Principal above*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner:** **State of Tennessee**  
*As required by State Building Commission policy and requirements of  
the Contracting Agency*

**Comptroller:** *(for Compliance with Policy & Statute)*  
if over \$50K

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Attorney General:** *(for Form and Legality)*  
if over \$100K

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



# Standard Terms and Conditions for Agreements between Owner and Designer

## Article 1 FEES

**1-1** The Owner shall compensate the Designer, in accordance with the Terms and Conditions as follows:

- (a) For the Designer's Basic Services, as defined in the Terms and Conditions, and comprising those paragraphs specifically cited in the Agreement or Supplement, the fee shall be either:

A lump sum amount computed in accordance with the Standard State Fee Schedule as described in the Terms and Conditions; or,

A Multiple of Direct Expense with a Maximum Fee not to exceed, and based upon the unit prices stipulated in this Agreement.

- (b) Extra fees for the Designer's Additional Services as described in these Terms and Conditions, a fee in addition to the Basic Services Fee may be allowed and computed based upon the unit prices stipulated in the Contract.
- (c) For the Designer's reimbursable expenses an amount expended at actual cost as defined in the Terms and Conditions.
- (d) Conditions of payment shall be as described in the Terms and Conditions.

**1-2** When a project is composed of more than one building type, or involves mixes of renovations, new construction, and/or repetitive designs, an attachment showing the fee computation shall be made part of the Agreement.

**1-3** If this Agreement provides for the payment of a Lump Sum Fee, it shall have been computed as follows:

- (a) The Owner agrees to pay the Designer a lump sum calculated as a percent of the Maximum Allowable Construction Cost from the Basic Services fee formula  $27/\log P - 2$  wherein P is the Maximum Allowable Construction Cost indicated in this Agreement.
- (b) For renovations, repairs, alterations, etc., the fee is 125% of the Basic Services fee.
- (c) For repetitive buildings bid under a single construction contract, the fee for the first building will be calculated using the basic rate; the fee for the second building will be calculated using 75% of the basic rate; the fee for additional buildings three (3) through ten (10) will be calculated using 50% of the basic rate; the fee for each building above ten (10) will be negotiated.

- (d) For projects with more than one building type, the fee shall be calculated using the different building types as separate projects unless special circumstances warrant otherwise.
- (e) If the project is to be awarded under multiple contracts, the lump sum fee shall be separately calculated for each, unless special circumstances warrant otherwise.
- (f) The Owner and the Designer shall negotiate a reduced fee for duplicated work to reflect an appropriate adjustment for reduced effort and for revisions required to adapt a specific project.

## Article 2 DESIGNER'S SERVICES

### 2-1 Basic Services

**2-1-1** The Designer agrees to begin work upon receipt of the fully-executed copy of this Agreement and to pursue the work with diligence. The Designer will provide accessible communications at their office during normal working hours which must include, as a minimum, an office phone with answering device/service and a FAX machine. The Designer agrees to a schedule in accordance with that set forth in Part D of this Agreement. Dates of completion shall be extended by the length of delays caused by fire, acts of God, unavoidable casualty, or unreasonable delays by Owner. The Designer shall inform the Owner in writing of any situation potentially causing a delay within twenty-one (21) days of its occurrence. The durations in Part D of this Agreement may not be altered without a letter of written Agreement from the State Architect or the State Architect's Designee.

**2-1-1a** The Designer's basic services consist of seven (7) phases described in this Article and include the approved Architectural/Engineering consulting services listed in this Agreement and meeting requirements of Paragraphs 2-1-40 and 2-1-41.

### 2-1-1b Surveys, Reports, and Tests

- (1) The Owner shall furnish the Designer with available information indicating boundaries of the building site and all rights, easements, and restrictions pertaining thereto.
- (2) The Designer shall be responsible for obtaining a survey of the building site from qualified consultants acceptable to the Designer, which shall include applicable grades and lines of

streets, alleys, pavements, adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions, and data pertaining to existing buildings, utilities, other improvements, locations of trees, and information concerning available service and utility lines, both public and private.

- (3) The Designer shall be responsible for obtaining reports on subsurface conditions including test borings or pits, environmental, mechanical, laboratory, or other tests for determining subsurface soil bearing capacities, and other soil or subsoil conditions required for the design of the project from qualified consultants acceptable to the Designer.
- (4) The Designer shall be responsible for obtaining structural, mechanical, environmental and other laboratory tests, field tests, inspections, and reports from qualified consultants known to and acceptable to the Designer as required by the Contract Documents.
- (5) The obtaining of surveys, tests, reports, engineering data, and any other information obtained by the Designer and described under sub-paragraphs 2-1-1b (2), (3), and (4) above is the responsibility of the Designer. The Owner shall reimburse the Designer at a multiple, as set forth in this Agreement, of the direct cost for obtaining this information from competent laboratory, engineers, and licensed surveyors selected by and responsible to the Designer, provided the selection and cost is approved by the Owner before it is ordered.

**2-1-2** The Designer shall secure written approval of the Owner before proceeding with each phase of the project and, upon written request by the Owner, shall furnish to the Owner evidence of payment to its consultants for their work in the preceding phase.

**2-1-3** The Owner is not obligated to proceed with any phase beyond the last phase specifically approved in writing.

**2-1-4** The Designer shall conform to and be bound by standards, criteria, and memoranda of policy consistent with this Agreement and provided to the Designer by the Owner at the start of the project. Subsequent revisions and updates may result in a change in scope. The Designer shall, in accordance with generally accepted design standards of care, design the work in compliance with all applicable laws and codes. Any conflicts shall be promptly reported in writing to the Owner with proposed strategies for resolution.

**2-1-5** Design and Construction meetings shall be attended by a representative of the Design Team having authority and credentials to act on behalf of the Designer. Failure to provide the required representatives of the Design Team for a scheduled

substantial or final inspection shall cause the cancellation and rescheduling of the inspection at the Designer's expense.

**2-1-6** The specific duties and responsibilities of the Designer shall include those outlined as follows and others as necessary depending on the scope of the project.

#### **2-1-7 Designer-Provided Documents**

(a) As a part of Basic Services, the Designer shall provide, at no cost to the Owner:

- Documents as required by regulatory authorities;
- Partial submittals and intra-phase submittals as required by the project;
- Four complete sets of documents demonstrating suitable progress in a design Phase, when requesting incremental payments as permitted in Article 7, and
- Four complete sets of documents for each Phase submittal, demonstrating the deliverable product required for the Phase.

Incomplete sets of documents or documents that cannot be approved will not be considered as a set of Documents. Additional sets of documents requested by the Owner will be a reimbursable expense.

(b) The Designer shall furnish as many complete sets of drawings, Project Manuals and other bidding documents, as are necessary for bidding purposes according to the policy of the Owner. Reimbursement for these bidding documents shall be in accordance with Article 6.

(c) A copy of documents for bidding that are available on electronic media shall be provided to the Owner at no cost.

#### **Program Phase**

**2-1-8** The Designer shall meet with the Owner to ascertain the general requirements for the project and shall meet with the project program committee to understand and verify the functional and departmental objectives of the project, to advise, with respect to time and budget, the following: selection of the site; the relationship of the project to other structures and facilities; and scope and functional aspects of the program.

**2-1-9** The Designer shall show the progress to date, confirm the remainder of the schedule and obtain written approval of the Program Phase before proceeding with the Schematic Design Phase.

#### **Schematic Design Phase**

**2-1-10** The Designer shall develop and submit to the Owner an analysis of the site describing significant physical and geologic features and characteristics, i.e., climate-topography-soils and

conditions-ecology-utilities-circulation-views-noise and existing structures and shall describe the implication of the above factors on design.

**2-1-11** The Designer shall develop and submit to the Owner conceptual diagrams of alternative approaches for translating programmatic requirements into conceptual design solutions. These diagrams shall include, but not be limited to, consideration of land use, functional relationships within the program, consideration of relationships to Master Plans and the Environment, relative volumes of circulation, land use, traffic, parking, transportation, utilities, and systems described in Paragraph 2-1-15 of this Article, and organization of major building functions.

**2-1-12** The Designer shall prepare and submit to Owner visual studies illustrating the scale and relationship of the project components required in Paragraph 2-1-11 of this Article. Sketches of design concepts showing elevations and exterior appearances, and any other sketches or visual studies necessary for evaluation of the alternative concepts shall be submitted to the Owner. If necessary to communicate the design intent, massing studies in model and/or diagrammatic form shall be submitted to the Owner.

**2-1-13** Upon written approval by the Owner of a design concept, the Designer shall prepare and submit to the Owner schematic drawings of the approved concept.

**2-1-14** The schematic drawings required by Paragraph 2-1-13 of this Article shall include, but not be limited to, the following information: the basic design approach drawn at an agreed to scale, siting in relationship to the existing environment, relationship to Master Plans, circulation, organization of building functions, functional-aesthetic aspects of the design concepts under study, graphic description of critical details, and visual and functional relationship and compatibility to the surrounding environment.

**2-1-15** The Designer shall prepare and submit to the Owner a description of the building systems. Detail of description on all systems should be consistent with the level of detail of the Schematic Design. The Designer shall describe, and give design criteria for the major elements of the following basic building systems with basic economic and energy use considerations of all systems when required:

Built-in Equipment	Interior Walls
Electrical	Partitions
Elevators	Plumbing
Exterior Walls	Roof Systems
Finishes	Sight Lines
Floor on Grade	Site Construction
Floor Systems	Special Items
Foundations	Stairs
H.V.A.C	Structure

**2-1-16** The Designer shall prepare and submit to the Owner an estimate of probable total construction cost based on proposed square footage and/or volume unit costs.

**2-1-17** The Designer shall show the progress to date, confirm the remainder of the schedule and obtain written approval of the Owner of the Schematic Design Phase before proceeding with the Design Development Phase.

### **Design Development Phase**

**2-1-18** Based on written approval from the Owner of the Schematic Design Phase, the Designer shall develop and submit to the Owner a fully developed design concept. If needed to develop and communicate the design concept, the Designer shall furnish to the Owner exterior perspective drawings and/or working models and/or renderings at a mutually agreed to scale.

**2-1-19** The Designer shall prepare and submit to the Owner floor plans showing spaces by name, number, actual net area of each space, structural module, mechanical, electrical and communication spaces, equipment, chases, and circulation area. The Designer shall also prepare and submit site plans (which show utilities), plumbing, electrical, mechanical, and structural plans and preliminary furnishings and equipment layouts to show accommodation for program requirements and engineering systems within the building and for contractor supplied equipment. Drawings shall show overall building dimensions. The Designer shall also prepare preliminary specifications giving basic descriptions of essential components of all systems. The level of detail on the plans and in preliminary specifications shall be at a level of detail for all components sufficient for the development of a preliminary Quantity Cost Estimate.

**2-1-20** The Designer shall prepare and submit to the Owner: elevations, building sections, and design details showing use of materials and fenestration, fully developed so that the Designer can proceed with the Contract Document Phase when the Design Development Phase is approved.

**2-1-21** The Designer shall prepare and submit to the Owner a Construction Cost Analysis showing allocation of costs for various building systems. The basis for the Cost Estimate shall be a preliminary Quantity take-off which shall be required of all building systems described in Paragraph 2-1-15 of this Agreement. The Construction Cost Estimate shall show escalation projected from date of estimate to projected bid date.

**2-1-22** The Designer shall show the progress to date, confirm the remainder of the schedule and obtain written approval of the Owner of the Design Development Phase before proceeding with the next phase. In the case of a new building or major addition, the Designer shall also make a presentation of the early design concept to the State Building Commission.

## **Construction Document Phase**

**2-1-23** Upon written approval of the Design Development Phase by the Owner, the Designer shall prepare and submit to the Owner Construction Documents, including working drawings and Project Manual setting forth all items necessary for bidding and proper execution of the work including materials: workmanship, finishes, mechanical and electrical systems; special equipment; site work; utility connections and services; bidding information; proposal, bid, contract, and bond forms; general, special and supplementary general conditions of the contract; and any and all other information required for receiving bids on the project and administration of the Construction Phase. Upon completion of the Construction Documents, the Designer shall provide the Owner with a written confirmation of the construction cost estimate. If the Designer cannot confirm the validity of the agreed upon construction cost estimate at the Design Development Phase, then the Designer shall provide an updated construction cost estimate.

**2-1-24** Upon receipt of the review comments in writing from the Owner, the Designer shall complete the Construction Documents to conform with the review comments and furnish final copies to the Owner prior to release of plans for bids.

**2-1-25** The date for receipt of bids shall be established by the Owner.

**2-1-26** The Designer agrees that no approval of the Construction Documents by any person, body or agency shall relieve the Designer of the responsibility for the adequacy, fitness, suitability, and correctness of architectural and engineering design and for designing the work in accordance with sound and accepted engineering and architectural practices.

## **Bidding or Negotiation Phase**

**2-1-27** The Designer, following the Owner's written approval of the Construction Documents Phase, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

**2-1-28** The Designer, following the award of the contract, shall complete and submit to the Owner, project information data on the SBC-25 Form to the extent information is obtainable.

## **Construction Phase**

**2-1-29** The Designer's relationships to the General Contractor shall include those set forth in the AIA A201 General Conditions of the Contract between the Owner and Contractor, utilizing such editions as modified and approved by the Owner and included in the Contract Documents.

**2-1-30** The Construction Phase begins with the execution of the construction contract(s). The Construction Phase includes the professional

services required to direct the two components of construction: "office" and "field".

**2-1-31** The professional services performed during the Office components include the complete administration of all construction contracts; the review of Contractor's payments applications and certifications of the amount due the contractor; the review, approval or the taking of other appropriate action upon the contractor's submittals, such as shop drawings to determine conformance with the design intent, the making of revisions, corrections or clarifications in the contract documents by supplemental instructions or change orders, together with all correspondence, and clerical work in connection therewith and sufficient on-site project observations during construction to substantiate any of the above and substantial completion inspections and accepting the completed project, together with such certificates, manuals, and guarantees as provided in the contract documents. The services of the Designer's Field Representative shall not be utilized for reviewing submittals unless the Field Representative is a design professional of the firm or has a specific approval of the Owner.

**2-1-32** The professional services performed during the Field component comprise on-site project observations during construction by the Designer and the Designer's consultants as well as substantial completion inspections to guard against nonconformity of the work with the Contract Documents and to observe and report on compliance with construction schedules. The Designer and its consultants shall make on-site project observations as needed during the critical phases of construction and shall make requisite substantial completion inspections. The Designer shall monitor the Contractor's development of Record Documents. The Designer shall not be responsible for construction means, methods, techniques, sequence of procedures, or for the safety precautions and programs in connection with the work. The Designer may disapprove or reject work as failing to conform to the Contract Documents.

**2-1-33** Project observations shall be done by a principal of the Designer's firm and/or of each consultant firm, or a qualified employee of each firm at a minimum of twice a month. For all visits to the site, a written project observation report shall be submitted to the Owner. The Designer with appropriate consultants shall attend all progress meetings and the Designer shall submit promptly a written report to the Owner containing a summary of the substances of each meeting.

**2-1-34** The Designer shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and

Contractor. The Designer shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the work and on all other matters or questions related thereto. The Designer shall make recommendations in matters relating to artistic effect that are consistent with the intent of the Contract Documents with the Owner's decision being final.

**2-1-35** The Designer will not issue any oral or written orders for changes to the Contract Documents until approved in writing by the Owner, except as provided in the AIA General Conditions as modified by the Owner, or as modified by this Agreement.

**2-1-36** Upon request by the Contractor and submission of a list of incomplete items of work by the Contractor, the Designer and its consultants, with a representative of the Owner present, shall make a Substantial Completion inspection and augment the Contractor's list of items necessary to complete the project in accordance with the Contract Documents. Prior to certifying Substantial Completion, the Designer shall verify that all items required by the Project Manual are substantially complete. When the Work is certified substantially complete, the Designer will prepare and issue a Certificate of Substantial Completion.

### **Close-Out Phase**

**2-1-37** Upon Substantial Completion of the Work, the Close-out Phase shall begin. When the Work is complete and a request is made by the Contractor, the Designer and its consultants, with a representative of the Owner present, shall conduct a Final Completion inspection to verify, to the best of the Designer's knowledge, information and belief, to the Owner that the completion of the project is in compliance with the Contract Documents. Prior to issuing a Final Certificate for Payment the Designer shall verify that all items required by the Project Manual are complete. When the Work is certified complete, the Designer shall issue a Final Certificate for Payment.

**2-1-38** The Designer shall prepare and submit Record Documents to the Owner. These documents shall be drawings on reproducible mylar transparencies suitable for reproduction, and a corrected (marked-up) Project Manual reflecting changes caused by addenda, modifications, and observed changes as recorded by the Contractor. All matters of additional services and reimbursable expenses shall be completed and billed. The Designer shall prepare and submit to the Owner a completed SBC-25 form with the Record Documents and final request for payment to complete the Close Out Phase.

**2-1-39** During the one year period after the date of Substantial Completion of the Work, the Designer shall work with a representative of the Owner in

securing remedy of any of the Work that is found to be not in accordance with the requirements of the Contract Documents, and shall make a one year inspection of the project and report observed non-conforming work to the Contractor for correction and to the Owner. The Designer will monitor the Contractor's work to completion.

### **Professional Consulting Services**

**2-1-40** All documents and services required under this Agreement shall be prepared or performed by or under the direct supervision of professionals licensed in the State of Tennessee in each discipline required by the scope of services. These licensed professionals in the disciplines of Architecture, Civil Engineering, Structural Engineering, Mechanical Engineering, and Electrical Engineering, shall be members of the Designer's firm, or of the consulting firms listed in this Agreement, and shall affix their seals in accordance with TCA § 62-2-102, et. seq. Professionals in required disciplines not represented in the Designers firm shall be employed by the Designer subject to the objection of and without additional cost to the Owner.

**2-1-41** The Designer shall enter into agreements with its Consultants binding them to the Terms and Conditions of this Agreement.

### **2-2 Additional Services**

The services described below in this paragraph are examples of those not included in Basic Services 2.1 and shall be negotiated as a lump sum or paid in accordance with Article 1. No extra compensation shall be payable to the Designer unless prior to the time such additional services are rendered, the State Architect or the State Architect's designee shall have approved by written agreement the payment to the Designer for those additional services.

**2-2-1** Making material revisions in Drawings, specifications, and other documents when such revisions are:

- (a) Inconsistent with written approvals or documented instructions previously given by the Owner, for the previously approved phase or concept and which are made necessary by significant adjustments in the Owner's program, schedule or Project budget; or significant changes in the Project including, but not limited to size, quality, or complexity and which are not caused by Designer error or omission.
- (b) Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

**2-2-2** Providing services concerning replacement of Work damaged by fire or other cause during construction.

**2-2-3** Providing services made necessary by default of the Contractor, or made necessary by

major defects in the Work of the Contractor, which defects require significant investigation or redesign.

**2-2-4** Providing services in connection with a non-state government public hearing, or legal proceeding except where the Designer is party thereto.

**2-2-5** Providing analysis of the Owner's needs and programming the requirements of the Project above that required in 2-1-8.

**2-2-6** Assisting the Owner in preparation of application to the U.S. Government and other granting agencies for construction, interest subsidy, and other forms of grants.

**2-2-7** Providing planning surveys, site evaluations or comparative studies of prospective sites above that required in paragraph 2-1-10.

**2-2-8** Providing special surveys or environmental studies required for approvals of governmental authorities, or others having jurisdiction over the project, which are not considered a part of basic services.

**2-2-9** Providing measured drawings of existing facilities where reasonable documentation does not exist.

**2-2-10** Providing complete Design Development Phase or Construction Document Phase documents in excess of those required in basic services.

**2-2-11** Providing special services to verify the accuracy of drawings or other information furnished by the Owner.

**2-2-12** Providing interior design and other similar services limited to and required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

**2-2-13** Providing services of special consultants, other than those identified in Basic Services, when such services are reasonably required by the scope of the Project.

**2-2-14** Providing detailed models or colored renderings over that required in basic services.

**2-2-15** If more extensive representation at the site than is required by the Owner in the Construction Phase 2-1-29 through 2-1-36, the Designer shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

**2-2-16** If the Contractor significantly exceeds the contract time as modified, or the time allowed after Substantial Completion to complete the remaining work items, which causes the Designer and its consultants to make repeated inspections, such services shall be considered as additional services.

**2-2-17** If excessive evaluations or on-site project visits are required of the Designer after final completion of the work due to improper building operation by the Owner, non-conforming work, or non-responsiveness by the Contractor to make required corrections, such services shall be considered as additional services.

**2-2-18** Providing Record Documents on special media.

**2-2-19** Payment by Owner for Additional Services is not a waiver by Owner of later objections and any payment by Owner for Additional Services is under reservation of

rights to later object and recover any money paid hereunder.

### Article 3

## THE OWNER'S RESPONSIBILITY

**3-1** The Owner shall provide adequate information regarding requirements for the project, including a written program which shall set forth the Owner's objectives, schedule, time and budget constraints and other criteria, including space requirements and relationships, in sufficient detail to allow the Designer to carry out the design.

**3-2** At the time of execution of this Agreement the Owner shall furnish the Designer the State of Tennessee's Designer's manual that is consistent with this Agreement containing the contract requirements of the Owner and the provisions and requirements of the State of Tennessee.

**3-3** Under this Agreement, the Owner shall designate a representative authorized to act in its behalf, who shall render decisions in a timely manner to avoid unreasonable delay in the orderly and sequential progress of the Designer's services.

**3-4** The Owner may make project observations, may consult with the Designer on issues, and may assist the Designer in coordinating the progress of the work. The Owner will not give direct orders to the Contractors or to the Contractor's personnel. The Owner shall have no obligation or responsibility as to safety or enforcement of safety rules.

**3-5** The Owner shall furnish information required of it under this Agreement as expeditiously as necessary for the orderly progress of the work.

**3-6** Prompt written notice shall be given by the Owner to the Designer if the authorized representative of the Owner actually becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents. However, failure to do so will not limit the responsibility of the Designer to detect and address any fault or defect.

### Article 4

## MAXIMUM ALLOWABLE CONSTRUCTION COST

**4-1** For the purposes of this Agreement and the calculation of fees, The Maximum Allowable Construction Cost, confirmed or adjusted by written agreement at the completion of the Design Development Phase of the project, is defined as the total sum approved by the Owner at the completion of the Design Development Phase for construction purposes including the cost of all work designed and specified by the Designer, including that covered by contingencies,

but not including professional fees, or any charges incidental to the project.

## **Article 5 DIRECT PERSONNEL EXPENSE**

**5-1** If applicable to this Agreement, Direct Personnel Expense includes that of employees engaged on the project by the Designer, including architects, engineers, designers, drafting technicians, specification writers, field administrators and clerical staff in consultation, research, design, production of drawings, specifications, and other documents pertaining to the project, observations and inspections of construction of the project. Hourly rates shall be subject to prior written approval by the Owner.

**5-2** Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits and limited to no more than thirty (30) percent of base salary cost.

## **Article 6 REIMBURSABLE EXPENSES**

**6-1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and are limited to expenses expressly allowed in this Article and actually incurred by the Designer and the Designer's consultants while performing such services.

**6-1-1** Travel expenses, including mileage, meals and lodging, that are incurred in connection with the project for travel in excess of a fifty (50) mile radius of the Designer's or Designer's Consultant's principal place of business, will be considered as reimbursable expenses for the travel that is over and above the travel expense incurred within the fifty (50) mile radius. Travel expenses in connection with preauthorized out-of-town or out-of-state expenses will be considered as reimbursable expenses. Reimbursement for allowable travel, meals, and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations" as they are amended from time to time.

**6-1-2** If the Owner elects to have the Designer pay for advertisements for bids, such costs will be considered as reimbursable expenses.

**6-1-3** Reimbursable expenses for items described in subparagraph 2.1.7 shall be at actual cost to the Designer.

## **Article 7 PAYMENTS TO THE DESIGNER FOR BASIC SERVICES**

**7-1** As a guide for invoicing, payments of the Basic Rate to the Designer shall not exceed the following percentages for the phases described below:

1. Program Phase	3%
2. Schematic Phase	12%
3. Design Development Phase	25%
4. Construction Document Phase	30%
5. Bidding and Negotiation Phase	3%
6. Construction Phase	23%
7. Close-Out Phase	4%

**7-2** Fee for Program Phase shall be invoiced and payable upon completion and approval by the Owner of this phase of the Designer's work unless otherwise agreed to by the State Architect, or the State Architect's designee, in writing.

**7-3** Fee for Schematic Design, Design Development and Construction Document Phases shall normally be made in two (2) approximately equal payments in proportion to the progress of the Designer's work unless otherwise agreed to by the State Architect, or the State Architect's designee, in writing. The final payment for the Construction Document Phase fee will be invoiced and payable upon furnishing to, and approval by, the Owner of final Construction Documents and any other information required for receiving bids on the project.

**7-4** Fee for the Bidding and Negotiation Phase will be invoiced and payable upon execution of the construction contract and submission of SBC-25 as required in subparagraph 2-1-28 of this Agreement. Alternatively, payment for the Bidding and Negotiation Phase will become due and payable should the Owner choose not to award a contract within 45 days following the receipt of a bona fide bid within the MACC.

**7-5** Fee of the Construction Phase shall be made monthly in proportion to the gross progress payments to the Contractor. Final payment for the Construction Phase fee will be invoiced and payable upon Substantial Completion of the project acceptable to the Owner.

**7-6** Fee of the Close Out Phase will be invoiced and payable upon completion of the Final Certificate for Payment, submission of Record Documents and a corrected (marked up) Project Manual, completion and billing for all matters of additional services and reimbursable expenses, and submission of a completed SBC-25 form.

**7-7** In the event that the lowest bona fide bids received exceed the Maximum Allowable Construction



Cost, the Designer agrees to revise the drawings, if requested by the Owner, in order to bring the construction cost within the Maximum Allowable Cost at no additional expense to the Owner. The Owner in this event agrees to cooperate with the Designer and permit reasonable and necessary reductions in the scope of the project.

**7-8** No deduction shall be made from the Designer's compensation due to penalties, liquidated damages, or other sums withheld from the contractors through no fault of the Designer.

**7-9** The Designer shall complete and sign an "Authorization Agreement for Automatic Deposits" (ACH Credits) Form prior to commencing work or invoicing the Owner. This form shall be provided by the Owner. All payments to the Designer under this Agreement shall be made through the Owner's automated clearing house wire transfer system.

**7-10** If the project is suspended in writing by the Owner for more than 90 consecutive days during the Design Development or Construction Documents Phases, the Designer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Designer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Designer's services based on documented additional costs incurred, in accordance with the Terms and Conditions of this Agreement.

**7-11** The Owner reserves the right to deduct from amounts which are or shall be invoiced and payable to the Designer under this or any contract between the State and the Designer any amounts which are or shall become due and payable to the Owner by the Designer.

**7-12** This Agreement is subject to the appropriation by the General Assembly and availability of funds. In the event the General Assembly fails to appropriate funds, reduces an appropriation, or the funds are otherwise unavailable, then this Agreement shall terminate in accordance with Article 9, paragraph 9-2.

**7-13** Payment to the Designer shall be made within 45 days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

## **Article 8**

# **DESIGNER'S ACCOUNTING RECORDS**

**8-1** The Designer shall maintain documentation for all charges against the State under this Agreement. The books, records and documents of the Designer, insofar as they relate to work performed or monies received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State agency or the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be maintained in accordance with generally accepted accounting principles.

## **Article 9**

# **TERMINATION OF AGREEMENT**

## **9-1 TERMINATION OF AGREEMENT FOR CAUSE**

**9-1-1a** If, through any cause, the Designer shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Designer shall violate any of the covenants, agreements, or stipulations of the Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice to the Designer of such termination and specifying the effective date of termination. The Owner may include in such notice of termination a request for corrective action or other restoration of performance, normally within 15 days, and stipulating that correction by the Designer, which is satisfactory to the Owner, may lead the Owner to rescind the termination. At the option of the Owner, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Designer shall become Owner's property, and the Designer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**9-1-1b** If the Owner fails to make payment to the Designer in accordance with paragraph 7-13 of this Agreement, the Designer may, upon ten (10) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Designer within ten (10) days of the date of the notice, the suspension shall take effect without further notice. In the event of a proper suspension of services, the Designer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Failure of the Owner to make payments to the Designer in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. In the event of a good faith dispute between the Owner and Designer regarding whether, and to what extent, an amount is properly due, this subsection (b) shall not be applicable.

**9-1-2** Notwithstanding the above, the Designer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Agreement by the Designer, and the Owner may withhold any reasonable payments to the Designer for the purpose of setoff until such time as the exact amount of damages due the Owner from the Designer is determined.

## **9-2 TERMINATION FOR CONVENIENCE OF OWNER**

**9-2-1** The Owner may terminate this Agreement at any time by a notice in writing from the Owner to the Designer. In that event, all finished or unfinished documents and other materials as described in Paragraph 9-1-1 above shall, at the option of the Owner, become its property. If the Agreement is terminated by the Owner as provided herein, the Designer will be paid for the services in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Designer covered by this Agreement.

## **Article 10**

# **GRATUITIES AND COMPENSATION FROM CONTRACTORS**

**10-1** The Designer, who is a party to this Agreement, hereby agrees that it or any of its employees or consultants shall not offer or agree to offer gifts or gratuities to any employee of the State of Tennessee. Evidence of an offer of a gift or gratuity may be cause for termination of this Agreement.

**10-2** The Designer, who is a party to this Agreement, agrees that it or any of its employees or consultants shall not accept gratuities or receive any compensation from the Contractor, subcontractors, or material suppliers involved in the construction of the project. The Designer shall notify each of their employees and all consultants of Designer's commitments under this provision of this Agreement. This provision expressly precludes any compensation to the Designer, any employee or consultant of the Designer, by the Contractor, subcontractors, or material suppliers involved in the construction of the project for preparation of detail drawings, shop drawings, or checking shop drawings, or any other service for work performed by the Designer under this Agreement without prior written approval of the State Architect or the State Architect's designee.

**10-3** The Designer acknowledges its familiarity and agrees to make its employees and subcontractors familiar with the requirements of Chapter 529 of the Public Acts of 1995, known as the "Lobbying Reform Act of 1995" and any amendments thereto.

## **Article 11**

# **NON-DISCRIMINATION**

**11-1** Except to the extent permitted by Federal laws and regulations for a bona fide occupational qualification, the Designer agrees as follows:

**11-1-1** No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law, shall be

excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the Designer. The Designer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

**11-1-2** The Designer will, in all solicitations, for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, disability, creed, color, national origin, sex, or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

**11-1-3** The Designer will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order for the goods or services which are subject matter of this contract. In the event of noncompliance by the Designer with any of the nondiscrimination provisions of this Agreement, the Owner shall have the right, at its option, to cancel this Agreement in whole or in part. If this Agreement is canceled after part performance, the Owner shall be obligated to pay the fair market value or this Agreement price, whichever is lower, for goods or services which have been received and accepted.

## **Article 12**

# **SUCCESSORS AND ASSIGNS**

**12-1** With the written consent of the Owner, the Designer may assign a portion of its financial interest to a recognized financial institution for underwriting operations covered by this Agreement. The Owner and the Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, assigns, and such other legal representatives of such other party in respect to all covenants of this Agreement. Neither the Owner nor the Designer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

## **Article 13**

# **EXTENT OF AGREEMENT**

**13-1** This Agreement represents the entire and integrated Agreement between the Owner and Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Designer. The Owner is not bound by this Agreement until it is approved by the appropriate State officials as indicated on the signature page of this Agreement. This Agreement may be amended only by obtaining the signature of officials hereto or as may be allowed by State Building Commission Policy & Procedures.

**16-4** The Designer shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.

**16-5** This Agreement shall be governed by laws of the State of Tennessee.

#### **End of the Terms and Conditions**

### **Article 14 OWNERSHIP OF DOCUMENTS**

**14-1** Upon completion or termination of the Design Contract, the Design and the Contract Documents as instruments of professional services shall be the property of the State of Tennessee, and may be used again by the Designer only for the benefit of the State and on authority of the State Building Commission. Originals of these documents may remain in the files of the Designer.

### **Article 15 PROFESSIONAL LIABILITY INSURANCE**

**15-1** The Designer shall furnish to the Owner a certificate of insurance, in a form acceptable to the Owner, that the Designer has Professional Liability Insurance Coverage as required by this Agreement. The amount of coverage shall be a minimum amount of One Hundred Thousand (\$100,000) Dollars. In lieu of the above requirement, the Designer may, in a form acceptable to the Owner, provide proof of financial responsibility. The certificate of insurance required by this paragraph shall contain a provision standard in the industry requiring notice to Owner of cancellation.

**15-2** Additional Professional Liability Insurance Coverage may be required and will be as described in Part C of this Agreement.

### **Article 16 GENERAL TERMS**

**16-1** The Designer, being an “independent contractor”, agrees to carry adequate public liability and other appropriate forms of insurance.

**16-2** The Designer agrees to pay all taxes incurred in the performance of this Agreement.

**16-3** The Owner shall have no liability except as specifically provided in this Agreement.



# Standard Form of Supplement to an Agreement between Owner and Designer

## Part A:

**A.1** This SUPPLEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

by and between the **State of Tennessee**

**DEPARTMENT OF FINANCE AND ADMINISTRATION on the behalf of the**

<<State Agency>>

hereinafter called the **Owner**, and

<<Designer>>

<<Designer Address>>

<<City>>, <<State>>, <<Postal Code>>

hereinafter called the **Designer**.

**A.2** WITNESSETH, whereas both parties have heretofore executed an Agreement regarding the following project:

<<Project Name>>

<<Project Location>>

<<SBC Project No.>>

**A.3** WITNESSETH, said Agreement is dated:

<<Date of Original Contract>>

**A.4** WITNESSETH, said Agreement has been previously modified by Supplements dated:

<<Prior Supplement Dates>>

**A.5** WITNESSETH, said Agreement, as modified by the Supplements identified above, provides for the Designer to perform Design Services for the project as described in paragraphs

<<First Paragraph>> through <<Final Paragraph>>

of the Terms and Conditions, and provides for a **Maximum Allowable Construction Cost** not to exceed

<<MACC>>/100 TH DOLLARS

\$<<MACC>>

unless adjusted by the Owner by written Supplemental Agreement.

**A.6** And WHEREAS the parties desire to amend the Agreement.

**NOW, THEREFORE**, the parties agree as follows.

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## Part B:

**B.1** Except as herein modified or changed in any respect, all provisions contained in the Agreement prior to this modification, including the Terms and Conditions, are hereby renewed and confirmed.

**B.2** Scope and budget of Project:

**B.2.1** The **Scope** of the project shall be:

<<Scope>>

**B.2.2** The **Maximum Allowable Construction Cost** shall be:

<<MACC>>/100TH DOLLARS

\$<<MACC>>

**B.3** **Services and compensation:**

**B.3.1** Design Services shall include those described in the following paragraphs of the Terms and Conditions:

<<First Paragraph>> through <<Final Paragraph>>

**B.3.2** Payment made to the Designer by the Owner under the Agreement prior this supplement shall constitute payment toward the total lump sum fee or the maximum fee due under the Agreement after this Supplement.

**B.3.3** The compensation to the Designer, in accordance with the Terms and Conditions, shall be

<<Compensation>>/100TH DOLLARS

\$<<Compensation>>

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## Part C:

**C.1** **Professional Liability Insurance** coverage, as set forth in the Terms and Conditions, is required as follows:

<<Insurance>>/100TH DOLLARS MINIMUM

\$<<Insurance>> Minimum

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## Part D:

**D.1** The Designer agrees to a schedule as follows:

To complete services described in paragraphs 2-1-1 through 2-1-21 of this Agreement within  
<<DDP>>  
calendar days from the date of Notice to Proceed:

AND

To complete services described in paragraphs 2-1-22 through 2-1-26 of this Agreement within  
an additional  
<<CDP>>  
calendar days from approval of the work performed in paragraphs 2-1-1 through 2-1-21 of the Terms and  
Conditions

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### Reviewed and approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Architect or designee

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**In witness whereof**, the Owner and the Designer have executed this Agreement.

Designer: <<Designer>>

*Person(s) signing for Designer must be named as Principal above*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comptroller: *(for Compliance with Policy & Statute)*  
if over \$50K

By: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: **State of Tennessee**  
*As required by State Building Commission policy and requirements of  
the Contracting Agency*

Attorney General: *(for Form and Legality)*  
if over \$100K

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF TENNESSEE**

## CLAIM FOR TRAVEL EXPENSES

FOR PERIOD FROM:

DEPT. \_\_\_\_\_ DIV. \_\_\_\_\_

TO \_\_\_\_\_

DEPT. \_\_\_\_\_ DIV. \_\_\_\_\_

THIS CLAIM MUST BE PREPARED IN ACCORDANCE WITH TRAVEL REGULATIONS  
TYPE OR PREPARE IN INK

DATE	PLACE LEFT	TIME LEFT AM/PM	PLACE ARRIVED	TIME ARRIVED AM/PM	TRANSPORTATION				SUBSISTENCE			OTHER EXPENSES ITEMIZED, ATTACH RECEIPTS AND EXPLAIN	TOTAL
					MILES	MLEAGE AMOUNT	AIRLINE/ OTHER	TAXI OR LIMO	LODGING	BREAK- FAST	LUNCH		
TYPE OR PRINT COMPLETE HOME ADDRESS:					TOTALS								

TYPE OR PRINT COMPLETE HOME ADDRESS:

NAME: \_\_\_\_\_

ADDITIONAL EXPLANATION:

SSN: \_\_\_\_\_

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ADDRESS: \_\_\_\_\_

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DATE OF PREVIOUS CLAIM

ORIGINAL-DIV. OF ACCOUNTS      DUPLICATE-FILE

**DUPLICATE-CLAIMANT**

70FA-0080 (Rev. 8-86)

***Sample building plaque for project approved in 1996***

**(BUILDING NAME)**

Dedicated (Date)

STATE BUILDING COMMISSION

GOVERNOR

Don Sundquist

LIEUTENANT GOVERNOR

John S. Wilder

SPEAKER OF THE HOUSE OF REPRESENTATIVES

Jimmy Naifeh

COMPTROLLER OF THE TREASURY

John G. Morgan

William R. Snodgrass 1955-1999

SECRETARY OF STATE

Riley Darnell

STATE TREASURER

Steve Adams

COMMISSIONER OF FINANCE AND ADMINISTRATION

C. Warren Neel

John D. Ferguson 1996-1999

Bob Corker 1995-1996

STATE ARCHITECT

Michael A. Fitts

GENERAL CONTRACTOR

(Name)

ARCHITECT

(Name)

OPTIONAL

*(Agency head, or other personnel whom the Agency head deems appropriate)*

- For the above sample, note that all State Building Commission members who were in office at the time the project was approved, and up until the completion of the project, are listed, along with their complete dates of service. Only the **current** members are listed without dates of service.
- The State Architect shall make final approval of plaque design.
- Prior to beginning plaque design work, Owner and Designer should consult with the State Architect for the appropriate listing of names, other wording, and design concept.



# FRONT-END CHECKLIST

for General Work, **July 2002 Version**

<b>PROJECT:</b>     Project No.
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<b>DESIGNER</b> Name/Submittal Date:  
<b>REVIEWER</b> Name/Review Date:  

FOR EACH ITEM: check box to show completion, or mark "N" for "Not applicable", or provide comments as desired by reference number.

## 00001 Cover / Title Page

- ☐ Correct Project Title & number shown
- ☐ Date consistent w/ Dwgs, Seals, signatures
- ☐ Contracting Agency correctly identified
- ☐ Designer correctly identified
- ☐ Designer & consultants seals & signatures

## 00010 Table of Contents

- ☐ Lists all documents bound in manual

## 00015 List of Drawings

- ☐ Lists all documents not bound in manual

## 00110 Advertisement for Bids

- ☐ Use or follow **CPM Jan-2002 00110**

## 00130 Invitation to Bid

- ☐ Use or follow **CPM Jan-2002 00130**
- ☐ Full Project name & number
- ☐ Designer name, addr, contact person, phone
- ☐ Brief Proj Desc (adequate & < 25 words)
- ☐ Pre-Bid Conference information
- ☐ Mailed bids attention
- ☐ Bid opening location
- ☐ Bid Time and Date
- ☐ Plan Rooms name & city; no address & phone
- ☐ Plan Deposit identified or says not required

## 00200 Instructions to Bidders

- ☐ Use **CPM Jul-2002 00201**
- ☐ If NGB Military Project:
  - ☐ Add **CPM Jan-2002 00213**
- ☐ If includes Maintenance Agreement:
  - ☐ Add **CPM Jan-2002 00214**
- ☐ If includes Underground Tank Removal:
  - ☐ Add **CPM Jan-2002 00215**
- ☐ If Work is at more than one location:
  - ☐ Add **CPM Jan-2002 00216**, and
  - ☐ Add **CPM Jan-2002 00226**

## 00300 Information Available to Bidders

- ☐ If geotechnical data available:
  - ☐ Use **CPM Jan-2002 00325**
- ☐ If hazardous materials data available:
  - ☐ Use **CPM Jan-2002 00335**

## 00400 Bid Form

- ☐ Use **CPM Jul-2002 00401**; or,
  - ☐ follow **CPM Jul-2002 00401 Gde**
- ☐ Project Title and number on all pages
- ☐ Roof Bond amount (or %) identified, if appl.
- ☐ Contract Time identified
- ☐ Liquidated Damages identified
- ☐ If alternates utilized:
  - ☐ Not more than 3;
  - Additive & in order of priority; and,
  - Supported by Section 01230;
- ☐ If unit prices utilized:
  - ☐ supported by Section 01271;
- ☐ If includes Maintenance Agreement:
  - ☐ Add or utilize **CPM Jan-2002 00408**
- ☐ If NGB Military project:
  - ☐ Add **CPM Jan-2002 00437**

## 00500 Agreement Forms

- ☐ Use **CPM Jan-2002 00501**; or,
- ☐ If Military NGB project:
  - ☐ Omit CPM 00501;
  - ☐ Use **CPM Jan-2002 00507**; and,
  - ☐ Use **CPM Jan-2002 00547** Corp Auth Cert
- ☐ Use **CPM Jan-2002 00521** Agreement form
- ☐ Use **CPM Jan-2002 00543** ACH form
- ☐ Use **CPM Jan-2002 00545** Sub W-9 form

## 00600 Bonds

- ☐ Use **CPM Jan-2002 00615**
- ☐ If roof involved subject to State Roof Bond:
  - ☐ Use **CPM Jan-2002 00640**

## 00700 General Conditions

- ☐ **AIA Document A201, 15th Edition, 1997**

## 00800 Supplementary Conditions

- ☐ Use **CPM Jan-2002 00801**, or;
- ☐ If Federal Funded: omit CPM 00801, and;
  - ☐ If civilian, add **CPM 00813**; or,
  - ☐ If Military NGB, add **CPM 00817**
  - ☐ Include **Federal Wage Rates** with either
- ☐ If site NOT located on State-owned property:
  - ☐ Add **CPM Jan-2002 00827** for Contr Insur
- ☐ Use **CPM Jan-2002 00833 for Wage Determin**
- ☐ Use **CPM Jan-2002 00835 Bldg Rates**; or,
- ☐ **CPM Jan-2002 00837 Hwy Rates**

Item	Comments

**01100 Summary**

- ☐ Summarizes Work
- ☐ Alternates NOT addressed
- ☐ Delineates Contractor use of premises
- ☐ Describes Owner occupancy

**01210 Allowances**

- ☐ If Allowances specified:
  - ☐ Use **CPM Jan-2002 01210**; and, supported by Div 02-16 specs.

**01230 Alternates**

- ☐ If Alternates specified:
  - ☐ Use **CPM Jan-2002 01230**; Not more than 3; and, Additive and in order of priority

**01250 Modification Procedures**

- ☐ Use **CPM Jan-2002 01250** Mod. Procedures
- ☐ Use **CPM Jan-2002 01252** Weather Delays
- ☐ If project is strictly re-roofing:
  - ☐ Omit CPM 01252;
  - ☐ Use **CPM Jan-2002 01253**
- ☐ Use **CPM Jan-2002 01256** Change Order form
- ☐ Use **CPM Jan-2002 01258** Itemization form

**01270 Unit Prices**

- ☐ If Unit prices specified:
  - ☐ Use **CPM Jan-2002 01271**; Quantities & Units specified; supported by Div 02-16 specs; and,
  - ☐ Stipulated or solicited in Bid Form

**01290 Payment Procedures**

- ☐ Use **CPM Jan-2002 01290** Pay Procedures
- ☐ Use **CPM Jan-2002 01295** Schedule of Values

**01310 Project Management & Coordination**

- ☐ Use **CPM Jan-2002 01310** Project Meetings
- ☐ If includes Owner Commissioning Agent:
  - ☐ Use **CPM Jan-2002 01316** Comm Coord

**01320 Construction Progress Documentation**

- ☐ Use **CPM Jan-2002 01321** Progress Schedules
- ☐ If includes Owner-Assisted Scheduling:
  - ☐ Omit CPM Jul 01 01321, and,
  - ☐ Use **CPM Jan-2002 01326**

**01330 Submittal Procedures**

- ☐ Designer provides
- ☐ As required, provide coordinating section 01340 on Shop Drawings, Product Data, and Samples, and other pertinent sections
- ☐ If includes Owner Commissioning Agent:
  - ☐ Use **CPM Jan-2002 01336** Comm Submit

**01350 Special Procedures**

- ☐ If includes asbestos abatement:
  - ☐ Use **CPM Jan-2002 01355**
- ☐ If site is Detention facility:
  - ☐ Use **CPM Jan-2002 01356**
- ☐ If site is Mental Health/Disabilities facility:
  - ☐ Use **CPM Jan-2002 01357**

**01390 Administrative Logs**

- ☐ Use **CPM Jan-2002 01391**
- ☐ If includes asbestos abatement:
  - ☐ Omit CPM Jul 01 01391
  - ☐ Use **CPM Jan-2002 01395**

**01410 Regulatory Requirements**

- ☐ Use **CPM Jul-2002 01411**; or,
  - ☐ Designer provides including provisions identical to standard paragraph 1.01.A

**01450 Quality Control**

- ☐ Use **CPM Jan-2002 01451** Testing Lab Svcs
  - ☐ Or Designer provides as needed
- ☐ If includes asbestos abatement:
  - ☐ Use **CPM Jan-2002 01452** Test Lab Svcs

**01500 Temporary Facilities and Controls**

- ☐ Designer provides if needed
- ☐ If includes Owner-Assisted Scheduling:
  - ☐ Use **CPM Jan-2002 01525** Field Offices

**01600 Product Requirements**

- ☐ Use **CPM Jan-2002 01625** Product Opts & Subs
  - ☐ Or Designer-provided equal
- ☐ Use **CPM Jan-2002 01632** Subst Request form
  - ☐ Or Designer-provided equal

**01700 Execution Requirements**

- ☐ Designer provides **Field Engineering**, if needed
- ☐ Designer provides **Cleaning**, if needed
- ☐ Designer provides **Starting & Adjusting**, if needed
- ☐ Use **CPM Jan-2002 01770** Contract Close-out
- ☐ If includes Owner Commissioning Agent:
  - ☐ Use **CPM Jan-2002 01776** Comm Close-out

**01780 Closeout Submittals**

- ☐ Use **CPM Jan-2002 01781**; or,
  - ☐ Akin to **CPM Jan-2002 01781 Gde.**
- ☐ If roof work involved:
  - ☐ Use **CPM Jan-2002 01785** Roof Data
- ☐ If roof subject to standard warranty:
  - ☐ Use **CPM Jul-2002 01786** Roof Warranty incl. project no. & components checked
- ☐ Use **CPM Jan-2002 01788** Sub & Supplier list

**01800 Maintenance Agreements**

- ☐ Use **CPM Jan-2002 01821** Demo. & Training
- ☐ Use **CPM Jan-2002 01830** O & M Agree
- ☐ If for alarm systems, use:
  - ☐ **CPM Jan-2002 01841**; and,
  - ☐ **CPM Jan-2002 01842**
- ☐ If for elevators, use:
  - ☐ **CPM Jan-2002 01843**; and,
  - ☐ **CPM Jan-2002 01844**
- ☐ If for audio/visual systems, use:
  - ☐ **CPM Jan 2002 01845**

Item	Comments

For **BID TAB**  
See “Editable Documents” listing

(.xls file format)

at the CPM website

[www.state.tn.us/finance/cpm/editdocs.html](http://www.state.tn.us/finance/cpm/editdocs.html)

## PROJECT PRE-CONSTRUCTION INFORMATION

Project Title			
Location			
Project No.			

Designer Representative	Phone	Address	
	Fax		
	Mobil		
	e-mail		

Contractor Superintendent	Phone	Address	
	Fax		
	Mobil		
	e-mail		

Contractor's Office	Phone	Address	
	Fax		
	Mobil		
	e-mail		

Owner Construction Rep.	Phone	Address	
	Fax		
	Mobil		
	e-mail		

(Other)	Phone	Address	
	Fax		
	Mobil		
	e-mail		

(Other)	Phone	Address	
	Fax		
	Mobil		
	e-mail		

(Other)	Phone	Address	
	Fax		
	Mobil		
	e-mail		

Builder's Risk Insurance	Phone	Address	
Jamie Fohl	Fax	Treasury Risk Management	
Or Steve Gregory	Mobil	9 <sup>th</sup> Floor, Andrew Jackson Bldg.	
	e-mail	Nashville, TN 37243	

## **Pre-Construction Conference Discussion Guide**

This discussion guide covers most or all of the discussion generally required at the Pre-Construction Conference, and presents a summarized version of the requirements for construction on typical SBC projects which use the standard "General Work" bidding and construction documents.

The order of this Guide has been coordinated with the suggested agenda for a Pre-Construction Conference given in Chapter 6 of the Designers' Manual. The content of this guide has been carefully crosschecked for accuracy, and references to the specific contractual requirements have been provided wherever possible.

Because this is a summary, questions may arise which require a more detailed review of contractual requirements. This guide should not be relied upon for complete, detailed, and definitive construction administration requirements, and should not be taken as superceding or overruling the requirements given elsewhere in the Designers' Manual, the design contract, or the construction contract.

1. Secure Record of Attendance.
2. The Designer, being responsible for minutes of the meeting, should record in the minutes the following:
  - A. Project title, location, and SBC project number.
  - B. Contact persons representing contractual parties.
  - C. Confirm status of Contract or finalize award (present contract.)
  - D. Verify Contractor's receipt of sufficient copies of Contract Documents.
  - E. Verify Contractor's receipt of sufficient related information (Haz-Mat, Sub-Surface reports.)
  - F. Verify basic construction parameters (Contract Sum/Time, L.D.'s, N.T.P.)
  - G. Establish times and dates for upcoming site visits leading to next Progress Meeting.
  - H. Establish times and dates for regular Progress Meetings, particularly the next one.
3. Chain of Communication:
  - A. Owner Contracting Agency identified on the Owner/Contractor Agreement is the official owner until the project is completed and turned over to the facility.
  - B. Owner's Construction Representative is the Owner's designated on-site representative during construction.
  - C. Owner's Scheduling Agent is the Owner's representative assigned to assist in developing and implementing the Contractor's project schedule.
  - D. Owner's Commissioning Agent is the Owner's representative assigned to assist in commissioning of selected building systems.
  - E. Designer is responsible for directing communications to and from its consultants, the Contractor and Owner's representatives.
  - F. Contractor is responsible for directing communications to and from its Subcontractors and to the Designer.
  - G. All official communications and/or directives must come through the Designer.
  - H. The following parties should be copied on all correspondence:
    1. Designer
    2. Contractor
    3. Construction Representative
    4. Scheduling Agent (when applicable)
  - I. All correspondence will include the project title and SBC number.

4. If the contract amount is \$50,000.00 or more, **weekly payrolls** are to be sent to the regional office of Department of Labor and Workforce Development. The **Wage Determination** Number must be on all payrolls and is found in Section 00833, in the project manual or issued by Addendum, (Article 3.4.8.1).  
If the project contains **Federal Funds** and is subject to the Davis-Bacon Act, a copy of the weekly payroll may have to be sent to a federal agency. The Owner will furnish the name and address.
5. Contractor's initial submittals:
  - A. A list of the names of **subcontractors and suppliers** is required within 21 days after award of Contract. No construction activity by subcontractors or suppliers shall begin until these are approved by the Designer (Conditions subparagraph 5.2.1).
  - B. A **construction schedule** is required within 20 days of award of the Contract (Specification Section 01321). If a Scheduling Agent is assigned, submittal of schedule shall follow Section 01326. Include on the schedule:
    1. Notice to Proceed – for the Work and for Phases, if any.
    2. Contract Time – for the Work and for Phases, if any.
    3. Critical Work Sequencing.
    4. Major equipment deliveries and priorities.
    5. Coordination.
    6. Required Substantial Completion and projected Final Completion.
  - C. A **schedule of submittals** is required with the construction schedule, addressing all required submittals and coordinated with the construction schedule.
  - D. A **schedule of values** is required prior to the first pay request on AIA Document G703, and is subject to the Designer's approval (Section 01295). The Construction Representative will review the Schedule of Values.
6. **Local building permits** shall be obtained by the Contractor on projects where local building authorities desire to and will sell building permits. (Reference 6.01 Policy & Procedure State Building Commission.)  
**Other permits and applications** as may be required for regulatory compliance shall be obtained by the Contractor. An extended permit process is not a basis for time extension (see Conditions 3.7.5).
7. A **Visitor's Log** must be kept in the project office or on the project site. The Contractor's work forces are not required to sign, only members of the Designer's office and their consultants, staff representing the Owner, and other visitors (see Section 01391).
8. A copy of all **laboratory reports** during construction is to be submitted to the Designer.
9. The General Contractor is required to approve **shop drawings** prior to submitting them to the Designer. If materials and/or equipment differ from requirements on contract documents, the Contractor must notify the Designer in writing using the Substitution Request form (Section 01632).
10. Construction **record documents** (As-Builts and Project Manual) are required on the site of all projects (see Conditions paragraph 3.11 and Section 01781). The Contractor shall set aside a clean set of drawings and use them for no other purpose than marking changes in red. The Designer at each progress meeting will review the construction record documents update. A failure to have these documents updated could be cause to withhold the monthly pay request.
11. Designer and Consultants will prepare a **field report** upon each visit to the job. The field report will be forwarded to the Contractor and the Construction Representative. The Contractor shall forward a written response to any deficiencies within seven (7) days of receiving the report. Likewise, the status of any deficiencies shall be discussed with the Contractor at each progress meeting, and the Designer will consider such deficiencies in evaluation of the Contractor's application for payment.
12. Discuss **use of the site**, including; facility policies and procedures, storage and office areas, parking facilities, security, housekeeping, and decorum with State employees, public, etc.

13. Owner furnished **Builders' Risk insurance** covers damage outside the Contractor's control, such as by fire, storm, and vandalism. It has a deductible, and does not cover the Contractor's tools, equipment, temporary facilities, or negligence; for these, the Contractor is responsible (see Conditions Article 11). Any payable claim will be addressed in a change order and is subject to the normal markups for O&P. Immediately after receiving knowledge of a claim, the Contractor should notify the Designer, the Office of Risk Management, and the Owner's Construction Representative at the first opportunity.
14. **Progress meetings** will be scheduled (monthly)/(bi-weekly)/(twice a month) for review of job progress, construction record documents, change orders, and any other items pertaining to the job.  
**Applications for Payment** shall be reviewed and certified at the progress meeting.  
Progress meetings shall be **attended by** the Designer and relevant Consultants, representatives of the Owner, and the Contractor and relevant Subcontractors and Suppliers. Designer will be authorized to certify applications for payment and sign Change Orders. Representatives of the Designer, Contractor, Subcontractors, and Suppliers shall be authorized to act on behalf of their company.
15. Approximately three (3) days prior to submitting a **pay application**, the Contractor will fax a draft copy to the Designer and Construction Representative for review. Six (6) copies of the pay application, each with original signatures and notary embossment must be submitted to the Designer. Designer shall review and certify the application. Application will then be reviewed by the Construction Representative, who will initial all copies. (Designer will send three (3) copies to F&A /OBF.) The Contractor will maintain the same pay period as first established. AIA forms G702 and G703 must be used for progress payments and value schedules unless approved by the Designer. Properly completed G702 and G703 forms will meet requirements for certification that payment has been made to Subcontractors (see Section 01290).  
The Visitor's Log, Progress Schedule, and Shop Drawing Log are to be submitted with each copy of pay applications. If application includes materials stored off-site, an inventory list, bill of sale, and certificate of insurance (designating State of Tennessee as "Additional Insured") must be attached.
16. For projects over \$500,000.00, the Contractor shall establish a **retainage** Escrow Account through a bank that has a contract with the State Treasurer's office to handle retainage. The Owner does not do it automatically. If your bank does not carry this service, call the Office of Business and Finance with the Dept. of Finance and Administration at (615) 741-2590 to get the information required to set this up. (see Conditions subparagraph 9.6.7)  
Retainage is held at 5% until the project is declared substantially complete. At that time, Contractor may apply for a reduction in retainage to 2%. The remaining retainage is held until final payment is made (see Conditions Article 9).
17. **A change order** is distinguished from the Architect's Supplemental Instructions in that it involves **changes in time and/or costs**. The "Request for Proposal" (RFP) procedure will be used on change orders. All change order costs must be properly itemized on the SBC Itemization Form (Section 01258).  
The Contractor is directed not to proceed on any change order work unless written authorization *has been issued by* the Owner. A facsimile copy of a Change Order, signed by the Owner is considered authorization to proceed.  
The contract documents state the reasons for granting a time extension (see Conditions Article 8). They also require the Contractor to submit a request to the Designer for a time extension within 21 days from the occurrence of said reason (see Conditions Article 4).  
All change orders will be prepared by CPM. The Designer and Contractor will sign Six (6) copies of the change order, normally at the progress meeting. The executed copies will be distributed as follows: one (1) copy to the Designer, one (1) copy to the Contractor, one (1) copy to the Construction Representative and three (3) copies will be returned to the Owner by the Construction Representative.  
Any work performed by the Contractor without an executed change order will not be considered for payment. Pay applications may not include work for Change Orders that have not been signed and returned to the Owner.

18. **Liquidated damages** amounts are part of the contract documents and will not be modified. Damages will be deducted from the Contract sum for each calendar day beyond the Substantial Completion date (see Conditions paragraph 9.7).  
Prorated liquidated damages (at 25%) will be deducted from the Contract sum for each day beyond the final completion date.
19. **Substantial Completion** is when the work has reached a point of completion so that the Owner may use it for its intended purpose as determined and certified by the Designer.  
Orientation and training of facility maintenance personnel must occur before Substantial Completion (see Section 01821). An attendance sheet and facility acknowledgement is recommended. Operational instructions and maintenance manuals must be delivered on or before the substantial completion inspection for the project to be certified as substantially complete. All life safety equipment must be certified and operating. All required inspections by governing authorities must be complete including Fire Marshal, Codes officials and the Certificate of Occupancy must be issued. Any extra work that is required by inspection authorities must be complete prior to substantial completion.  
The following must be present to constitute a substantial completion and/or a final inspection:
7. Contractor and Major Subcontractors.
  8. Owner's Construction Representative.
  9. Designer and Consultants.
- The Designer will prepare and submit five (5) original Certificates of Substantial Completion to the Construction Representative who will forward them to the Owner for signature.
20. The Contractor shall not do any **work that is directed** by any governmental inspecting agencies or facility personnel **without a written change order** from the Owner. Governmental inspecting agencies include state and local fire marshals, boiler inspectors, building and code inspectors, health department, water and sewer inspectors, etc. Any work you do without proper authorization from the Owner may result in nonpayment for that work. If there are any questions concerning this, discuss it with the Designer.
21. The project will not be certified as final until all **punch list items** are finished and all documents have been submitted to the Designer and approved. Included in these documents are the project data binder and the 10-year roof warranty (see Section 01770 and 01781).
22. Only the 10-year **roof warranty** form included in the project Specifications (see Section 01786) will be accepted. Since this warranty, which requires manufacturer signatures, is an item that sometimes is late, the Contractor is urged to give special attention to expediting its completion.
23. The Contractor is required to report the names and amounts of contracts with subcontractors and suppliers, and whether they are a minority-owned business. The purpose of this report is, in part, for the Owner to collect information on **minority participation** on State Building Commission projects. This list (Section 01788) is required to be filled out and submitted with the final pay request (see Section 01290). A copy is also required to be enclosed in the Project Data Binder for final completion (see Section 01781). Additional information concerning minority participation is found in the Supplementary Conditions (see Article 3).
24. When requesting final inspection, the General Contractor will submit a request for **final payment**. Included in this request will be an AIA G706, AIA G706a, AIA G707, a copy of the 10-year roof warranty, a certificate of insurance and renewal statement, and the "Report of Subcontractors and Material Suppliers" (see Section 01788). If the Designer determines that final adjustments are needed in the Contract Sum, the Contractor may be required to submit a revised application for final payment.
25. A **Contractor's Evaluation Report** will be completed by the Owner's representatives and kept on file at CPM. (This report will be used for future assessment of the Contractor's overall past performance.) The Contractor will be sent a copy for review. A similar Designer's Evaluation Report will likewise be completed.



From (date): \_\_\_\_\_

To (date):

[illegible]

## Designer's I & I Log

In NUMBERing Issues, Information, and Instructions, the following nomenclature is recommended:

Numbers should consist of a letter and a numeral, such as "A1".

The letter used should correspond to the following key:

**A** for Action issues

**R** for Request for information

**S** for designer's Supplemental instructions

The numeral should be sequential within each letter group irrespective of numerology of interspersed items of other letter groups.

REQUESTER should be the person or entity initiating the item.

RESPONDER should be the person or entity responsible for resolving or responding to the item.

DATES should be filled in to represent:

Initiation: date item is first brought to attention of Designer

Required: date by which Requester needs a response to avoid adverse consequences

Promised: date by which Responder has committed to provide a response

Complete: date on which response is made

DISPOSITION should indicate the general nature of the response, particularly whether item resulted in a request for proposal, proposal, directive, change order, or amendment (see Designer's P & M Log).

From (date):

To (date):

[illegible]

## Designer's P & M Log

In NUMBERing Proposals and Modifications, the following nomenclature is recommended:

Numbers should consist of a letter and a numeral, such as "A1".

The letter used should correspond to the following key:

**A** for Amendment

**C** for Change order

**D** for Directive

**P** for Proposal

**R** for Request for proposal

The numeral should be sequential within each letter group irrespective of numerology of interspersed items of other letter groups.

DESCRIPTION should be adequate to identify the topic or document, but not an attempt to fully detail the item

DAYS (change in Contract Time) and DOLLARS (change in Contract Sum):

Only the "Requested" amounts should be filled initially.

Once DISPOSITION of the item is complete, "Approved or Recommended" should be checked (if the same) or filled in (if different).

DATES should be filled in to represent the last action taken by the indicated party necessary to reach the eventual DISPOSITION.

DISPOSITION should indicate:

for an Amendment, Change Order, or Directive, either rejection or execution and distribution;

for a proposal, either rejection or initiation of a corresponding change order (which then becomes a separate log entry); or,

for a request for proposal, either refusal to propose or return of a proposal.

# FIELD REPORT

Project: \_\_\_\_\_

Report No: \_\_\_\_\_

SBC No: \_\_\_\_\_

Weather: \_\_\_\_\_

Report By: \_\_\_\_\_

Temp: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Time: \_\_\_\_\_

Conditions: \_\_\_\_\_

Attachments: \_\_\_\_\_

[illegible]

# **NOTICE OF SETTLEMENT**

Public Notice is hereby given that the Contractor has applied for and the Owner is considering Final Payment of the following public construction contract. Anyone harboring a claim relating to the Contract or the Work should file notice of such claim with the Designer within thirty (30) days of the publication of this notice.

**Project:**

**Contractor:**

**Owner:** State of Tennessee

**Designer:**

## Capital Projects Management

## Designer Evaluation Form

Evaluation as to the project:

# Design Phase

### Rating Scale:

- ③ Above Standard
- ② Standard
- ① Below Standard
- ④ Not Applicable

### Purpose:

Upon design & bid completion for a State Building Commission project of this type, this office is required to provide an evaluation of Designer performance during design & bid using this SBC-07 form. This evaluation is for the Designer to realize the level of standard expected by the SBC. The evaluation is in 10 parts; with each part given a rating of Above Standard, Standard, or Below Standard. Comments explaining each rating are provided, when appropriate.

### EVALUATION

③ ② ① ④	1. Program Phase; facilitated defining of project time, funding, site, scope, and function.	
③ ② ① ④	2. Schematic Design Phase; site analysis, design concepts, and schematic drawings.	
③ ② ① ④	3. Design Development Phase; production of fully developed design concept and cost estimate.	
③ ② ① ④	4. Construction Documents Phase; production of complete and accurate bidding documents.	
③ ② ① ④	5. Bid Phase; performance in soliciting bids, req'd addenda, receiving bids, and pursuing award.	
③ ② ① ④	6. Accuracy and detail of cost estimate; estimate was in alignment with bids received.	
③ ② ① ④	7. Adherence to the overall design & bid schedule; no inordinate delays brought about.	
③ ② ① ④	8. Adherence to the overall project program objectives; kept within the project bounds.	
③ ② ① ④	9. Supervision of Consultants' performance; ensured their prescribed duties were met.	
③ ② ① ④	10. Working relationship with Capital Projects Management, user agency, & regulatory officials.	

### Evaluator:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

CPM

Dir: \_\_\_\_\_

Assist. \_\_\_\_\_

Comm: \_\_\_\_\_

### Designer:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

## Capital Projects Management

# Designer Evaluation Form

## Construction Phase

Evaluation as to the project:

### Rating Scale:

- ③ Above Standard
- ② Standard
- ① Below Standard
- ④ Not Applicable

### Purpose:

Upon construction completion for a State Building Commission project of this type, this office is required to provide an evaluation of Designer performance during construction using this SBC-08 form. This evaluation is for the Designer to realize the level of standard expected by the SBC. The evaluation is in 10 parts; with each part given a rating of Above Standard, Standard, or Below Standard. Comments explaining each rating are provided, when appropriate.

### EVALUATION

④ ③ ② ①	1. Project leadership; provided sound and timely advisement, consultation, and interpretations.	
④ ③ ② ①	2. Observed the Work at appropriate stages, and attended progress meetings regularly.	
④ ③ ② ①	3. Assured that the Work was performed as req'd; guarded against defects and deficiencies.	
④ ③ ② ①	4. Supervision of Consultants' performance; ensured their prescribed duties were met.	
④ ③ ② ①	5. Completeness and accuracy of Contract Documents; no inordinate change orders needed.	
④ ③ ② ①	6. Completeness, accuracy, and timeliness of administrative documentation.	
④ ③ ② ①	7. Relationship with Contractor; endeavored to maintain a partnered contractual position.	
④ ③ ② ①	8. Working Relationship with Capital Projects Management, user agency, & regulatory officials.	
④ ③ ② ①	9. Substantial Completion; timely and thorough inspection and documentation.	
④ ③ ② ①	10. Final Completion and Closeout; timely and thorough inspection and documentation.	

### Evaluator:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

CPM

Dir: \_\_\_\_\_

Assist. \_\_\_\_\_

Comm: \_\_\_\_\_

### Designer:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_



**PROJECT INFORMATION**

JOB NAME \_\_\_\_\_ SBC PROJECT NUMBER \_\_\_\_\_  
 FACILITY \_\_\_\_\_  
 DEPT/DIV \_\_\_\_\_

**DESIGNER** \_\_\_\_\_ **NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_  
 DESIGNER \_\_\_\_\_  
 DES.FLD.SUPR. \_\_\_\_\_  
 STRUCT.ENGR. \_\_\_\_\_  
 MECH.ENGR. \_\_\_\_\_  
 ELECT.ENGR. \_\_\_\_\_

**CONTRACTOR** \_\_\_\_\_ **NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 SUPERINTENDENT \_\_\_\_\_  
 ASST.SUPER \_\_\_\_\_

**SCHEDULE**  
 BID DATE \_\_\_\_\_ CONTRACT DATE \_\_\_\_\_ NTP DATE \_\_\_\_\_  
 SUBSTANTIAL COMPLETION ☐ Early ☐ On Time ☐ Late ACHIEVED AS OF \_\_\_\_\_  
 DATE of FINAL INSPECTION \_\_\_\_\_ DATE of ACCEPTANCE \_\_\_\_\_

**CONTRACT SUM**  
 BASE BID \$ \_\_\_\_\_  
 ALTERNATES ACCEPTED NUMBER: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 TOTAL INITIAL CONTRACT SUM \$ \_\_\_\_\_  
 CHANGE ORDERS NUMBER: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 Total Construction **CONTRACT SUM** at Final Payment \$ \_\_\_\_\_

**COST ALLOCATION** including Change Orders

GENERAL REQUIREMENTS \$ _____	FINISHES \$ _____
SITEWORK \$ _____	SPECIALTIES \$ _____
CONCRETE \$ _____	EQUIPMENT \$ _____
MASONRY \$ _____	FURNISHINGS \$ _____
METALS \$ _____	SPECIAL CONSTRUCTION \$ _____
WOOD & PLASTICS \$ _____	CONVEYING SYSTEMS \$ _____
THERM & MOIST PROTECT \$ _____	MECHANICAL \$ _____
DOORS & WINDOWS \$ _____	ELECTRICAL \$ _____

**BUILDING INFORMATION** (Complete one form for each building)

NAME \_\_\_\_\_ [ ] NEW or [ ] EXISTING  
 ADDRESS \_\_\_\_\_  
 OCCUPANCY TYPE \_\_\_\_\_ NO. OCCUPANTS or FAMILIES \_\_\_\_\_  
 BUILDING VALUE \_\_\_\_\_ CONTENTS VALUE \_\_\_\_\_  
 EXPOSURE (Distance to other buildings, up to 100ft) North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

**DESIGN DATA**  
 FLOOR DEAD LOAD \_\_\_\_\_ ROOF WIND LOAD DESIGN \_\_\_\_\_  
 FLOOR LIVE LOAD \_\_\_\_\_ ROOF DEAD LOAD DESIGN \_\_\_\_\_  
 FLOOR DEAD LOAD \_\_\_\_\_ ROOF LIVE LOAD DESIGN \_\_\_\_\_  
 FLOOR LIVE LOAD \_\_\_\_\_ ROOF THERMAL COEFFICIENT \_\_\_\_\_  
 WALL THERMAL COEFFICIENT \_\_\_\_\_

**CONSTR DATA:**  
 STORIES (incl basement) \_\_\_\_\_ FIRE PROT'N CLASS \_\_\_\_\_  
 HEIGHT \_\_\_\_\_ ROOF TYPE \_\_\_\_\_  
 GROSS SQUARE FEET \_\_\_\_\_ EXTERIOR WALLS \_\_\_\_\_  
 NET SQUARE FEET \_\_\_\_\_ FLOOR STRUCTURE \_\_\_\_\_  
 % AREA SPRINKLED \_\_\_\_\_ HEATING SOURCE \_\_\_\_\_  
 % EA. MIXED CONSTR \_\_\_\_\_

Form Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

# **CAPITAL PROJECTS MANAGEMENT**

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# ***BIDDING DOCUMENTS***

## **Appendix Two**

to the

## **Designers' Manual**

## Appendix Two BIDDING DOCUMENTS

for General Work using CPM Standard documents

### REFERENCE TABLE

**CODE KEY:** File Code: CPM website file download type **.doc** = editable MSWord file **.pdf** = read only.  
Use Code: Category types designating characteristic usage **Std** used in all manuals.

File Code	Use Code		BIDDING REQUIREMENTS	Pages
<b>.doc</b>	<b>Std</b>	<b>00110</b>	Advertisement for Bids.....	1
<b>.doc</b>	<b>Std</b>	<b>00130</b>	Invitation to Bid .....	1
<b>.pdf</b>	<b>Std</b>	<b>00201</b>	Instructions to Bidders .....	2
<b>.pdf</b>	Federal MIL	<b>00213</b>	Supplementary Instructions to Bidders .....	1
<b>.pdf</b>	Svc Agr	<b>00214</b>	Supplementary Instructions to Bidders .....	1
<b>.pdf</b>	HazMat	<b>00215</b>	Supplementary Instructions to Bidders .....	1
<b>.pdf</b>	Multi-Site	<b>00216</b>	Supplementary Instructions to Bidders .....	1
<b>.doc</b>	Multi-Site	<b>00226</b>	Subcontractor Multi-Site Bidding Form .....	1
<b>.doc</b>	Geotech	<b>00325</b>	Geotechnical Data .....	1
<b>.doc</b>	HazMat	<b>00335</b>	Hazardous Materials Data .....	1
<b>.doc</b>	<b>Std</b>	<b>00401</b>	Bid Form .....	2
<b>.doc</b>	<i>Gde</i>	<b>00401</b>	Bid Form <i>Guide</i> .....	3
<b>.doc</b>	Svc Agr	<b>00408</b>	Bid Form Supplement.....	1
<b>.pdf</b>	Federal MIL	<b>00437</b>	Bid Breakdown.....	2
<b>CONTRACT FORMS</b>				
<b>.pdf</b>	<b>Std</b>	<b>00501</b>	Agreement Forms .....	1
<b>.pdf</b>	Federal MIL	<b>00507</b>	Agreement Forms .....	1
<b>.pdf</b>	<b>Std</b>	<b>00521</b>	Standard Form of Owner / Contractor Agreement.....	4
<b>.pdf</b>	<b>Std</b>	<b>00543</b>	Authorization Agreement for Automatic Deposits .....	2
<b>.pdf</b>	<b>Std</b>	<b>00545</b>	Substitute W-9 Form.....	1
<b>.pdf</b>	Federal MIL	<b>00547</b>	Corporate Authority Certificate .....	1
<b>.pdf</b>	<b>Std</b>	<b>00615</b>	Contract Bond .....	2
<b>.pdf</b>	Roof <b>Std</b>	<b>00640</b>	Three Year Roof Bond .....	2
<b>CONDITIONS OF THE CONTRACT</b>				
<b>.pdf</b>	<b>Std</b>	<b>00701</b>	General Conditions Marker.....	1
<b>.pdf</b>	<b>Std</b>	<b>00801</b>	Supplementary Conditions.....	8
<b>.pdf</b>	Federal	<b>00813</b>	Supplementary Conditions.....	12
<b>.pdf</b>	Federal MIL	<b>00817</b>	Supplementary Conditions.....	12
<b>.pdf</b>	Property Ins	<b>00827</b>	Additional Supplementary Conditions .....	1
<b>.pdf</b>	<b>Std</b>	<b>00833</b>	Additional Supplementary Conditions .....	1
<b>.pdf</b>	Bldg <b>Std</b>	<b>00835</b>	Additional Supplementary Conditions .....	2
<b>.pdf</b>	Road <b>Std</b>	<b>00837</b>	Additional Supplementary Conditions .....	1



File Code	Use Code		DIVISION 1 - GENERAL REQUIREMENTS	Pages
.doc	Std	01210	Allowances .....	1
.doc	HazMat	01212	Disposal Allowances .....	1
.doc	Std	01230	Alternates .....	1
.pdf	Std	01250	Modification Procedures .....	1
.pdf	Std	01252	Weather Delays .....	2
.pdf	Roof Std	01253	Reroofing Weather Delays .....	2
.pdf	Std	01256	Amendment, Change Order, or Directive Form .....	1
.pdf	Std	01258	Contractor's / Subcontractors's Itemization Form .....	1
.doc	Std	01271	Unit Prices .....	1
.pdf	Std	01290	Applications & Certificates for Payment .....	2
.pdf	Std	01295	Schedule of Values .....	1
.pdf	Std	01310	Project Meetings .....	1
.pdf	Commissioning	01316	Commissioning Coordination .....	1
.pdf	Std	01321	Progress Schedules .....	1
.pdf	Scheduling	01326	Progress Schedules .....	3
.pdf	Commissioning	01336	Commissioning Submittals .....	1
.pdf	HazMat	01355	Abatement Submittals .....	4
.pdf	CORR Work	01356	Detention Project Procedures .....	4
.pdf	MHDD Work	01357	Mental Health & Disabilities Project Procedures .....	4
.pdf	Std	01391	Administrative Logs .....	1
.pdf	HazMat	01395	Administrative Logs .....	1
.pdf	Std	01411	Regulatory Requirements .....	2
.pdf	Std	01451	Testing Laboratory Services .....	1
.pdf	HazMat	01452	Testing Laboratory Services .....	2
.pdf	Owner Office	01525	Owner's Field Offices .....	2
.pdf	Std	01625	Product Options and Substitutions .....	2
.pdf	Std	01632	Substitution Request Form .....	2
.pdf	Std	01770	Contract Close-out .....	2
.pdf	Commissioning	01776	Contract Commissioning Close-out .....	1
.pdf	Std	01781	Close-out Submittals .....	1
.doc	Gde	01781	Close-out Submittals <i>Guide</i> .....	2
.pdf	Roof Std	01785	Roof Data .....	1
.pdf	Roof Std	01786	Roofing System Warranty .....	3
.pdf	Std	01788	Subcontractors and Material Suppliers List .....	1
.pdf	Std	01821	Demonstration and Training .....	2
.pdf	Svc Agr	01830	Maintenance by Contractor .....	1
.pdf	Svc Agr	01841	Alarm System Maintenance Agreement .....	4
.pdf	Svc Agr	01842	Maintenance Vendor's Statement .....	1
.pdf	Svc Agr	01843	Elevator Maintenance Agreement .....	4
.pdf	Svc Agr	01844	Elevator Listing Attachment .....	1
.pdf	Svc Agr	01845	Audio/Video Maintenance Agreement .....	4



# ADVERTISEMENT FOR BIDS

Bids are invited for General Contract for the Work of following project(s).  
Examine documents at Designer's office or Plan Rooms. Obtain documents from Designer per Instructions to Bidders. Plan Deposits must be certified or cashier's check payable to STATE OF TENNESSEE. Bidders bidding \$25,000 or more must be licensed per state law. Five percent (5%) Bid Security may be required. Prevailing Wage law applies to contract if \$50,000 or more. Non-Discrimination policy applies.

**Project:**

SBC Project No.

**Bids Received** At:  
Until: Local Time  
On:

**Plan Rooms:**

**Plan Deposit Amount:**

**Designer:**

Contact:

**Pre-Bid Conference:**

**00110-1**

# INVITATION TO BID

**PROJECT:**

**DESIGNER:**

**BRIEF PROJECT DESCRIPTION:**

Bids are invited for a General Contract for the Work of the above project.

A Pre-Bid Conference will be held:

Bids sent by mail or courier service should be directed to the attention of

Bids will be received and publicly opened by the Designer on behalf of the State of Tennessee at

Until

Bidding documents may be examined at the Designer's office and at the following Plan Rooms:

Bidding Documents may be obtained from the Designer in accordance with the Instructions to Bidders upon the Designer's receipt of a certified or cashier's check made payable to the STATE OF TENNESSEE in the amount per set of \$

Bidders submitting bids equal to or greater than \$25,000 in value are required to be licensed in accordance with state law. A statement of public contract crime status and minority business status is required in the Bid form. A five percent (5%) Bid Security is required. Prevailing Wage law applies to any contract equal to or greater than \$50,000 in value. Non-Discrimination policy applies to this project.

The Owner reserves the right to waive informalities and to reject bids.

**00130-1**

# INSTRUCTIONS TO BIDDERS

## BIDDING DOCUMENTS

**1.1** Bonafide prime Bidders and major subcontractors may obtain one Bid Pack, including Bidding Documents, Bid Envelope, and Bid Form, in accordance with provisions of the Invitation to Bid.

**1.2** Individuals or firms securing Bid Packs become Bidders of Record, are automatically issued subsequent addenda, and will have deposit refunded upon returning complete Bidding Documents unmarked and in good condition within 15 days after the scheduled opening of bids. Bidders of Record who do not submit a bid are also required to return the unused Bid Envelope. Upon failure to meet these conditions, deposit shall be forfeited.

**1.3** Bidders of Record may obtain additional copies of Bidding Documents at cost from Designer, but costs will not be refundable.

## EXAMINATION

**2.1** Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed. Copies of standards referenced in Project Manual are available for review through Designer's office.

**2.2** Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

## QUESTIONS

**3.1** Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

**3.2** Questions must be received by Designer at least six calendar days before bid opening date.

**3.3** No addenda will be issued less than three calendar days before bid opening date.

## SUBSTITUTIONS

**4.1** Substitutions before receipt of bids shall be as identified in Supplementary Conditions and Division 1 specifications. To request pre-bid approval of substitution, data required by Designer for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.

**4.2** Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

## LIQUIDATED DAMAGES AND TIME

**5.1** Conditions for liquidated damages are established in Supplementary Conditions. Time for completion and amount of liquidated damages are identified in Bid Form.

## LICENSING AND QUALIFICATIONS

**6.1** Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with state licensing law.

## PRE-BID CONFERENCE

**7.1** Pre-Bid Conference may be held approximately 10 days prior to bid opening date at time and place to be announced. Bidders of Record will be notified in writing whether or not a pre-bid conference will be held.

## BID FORM

**8.1** Make bids on an unaltered bid form furnished by the Designer in Bid Pack and duplicated in Project Manual. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

**8.2** If a Bidder chooses not to bid an Alternate, Unit Price, or Base Bid in a multiple Base Bid project, write "no bid" in the space. To indicate availability of an Add Alternate at no additional charge, write "no charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

**8.3** Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

## BID SECURITY

**9.1** Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee.

**9.2** Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

**9.3** Checks shall be certified or cashier's.

**9.4** Owner may retain Bid Security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

## BID SUBMITTAL

**10.1** Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Designer in Bid Pack. Bidder shall fill in blank spaces on face of Envelope, except blank provided for Designer's approval.

**10.2** If any work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a category, write "N/R" (None Required) or "N/A" (Not Applicable) in space provided for subcontractor(s).

**10.3** Provide state contractor license number, expiration date, and applicable classifications for Bidder and listed subcontractors, as applicable by state licensing law. If the value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name.

**10.4** Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. A bid sent by mail shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed". Bids received late will be returned unopened.

## RECEIPT AND OPENING OF BIDS

**11.1** Bids will be received and opened at time and place identified in Invitation to Bid.

### WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING

**12.1** Bids, once submitted, may be withdrawn or modified before the scheduled opening time only upon receipt of request signed by a person legally authorized to bind bidder to contract. If bid is withdrawn, it may not be resubmitted. Modification to a bid amount may be made as "add" or "deduct" only. Oral, telephonic or telegraphic withdrawal or modification will not be considered. After time and date designated for receipt of bids, bid may not be modified during time period stipulated in Bid Form.

### POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE

**13.1** Request to withdraw bid due to mistake must be in writing to Capital Projects Management, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five working days following date of bid opening.

**13.2** Bidder making such request will be removed from consideration for award of contract; and, a duly appointed review panel shall consider whether forfeiture of Bid Security should be waived.

### CONSIDERATION OF BIDS

**14.1** To be considered, Bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these bidding requirements may cause bid to be rejected.

**14.2** The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.

**14.3** It is Owner's intent to award contract, or multiple contracts in the case of multiple base bids, based upon lowest evaluated responsive bid submitted by responsible bidder for base bid plus alternates (if any) taken in order up to, but not to exceed the Bid Target. If the base bid of all bidders exceeds the established Bid Target, the low bidder is determined by the lowest base bid submitted by a responsible bidder irrespective of any alternates (if any) bid. When alternates are included in bidding, Bid Target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of base bid and accepted alternates does not change low bidder as established by above method.

**14.4** In the event of tie bids, preference will be given to in-state bidder over out-of-state bidder; and, if a tie still exists, successful bidder will be determined by chance.

**14.5** In the case of a multiple Base Bid, Owner may award a combined contract for the Work of more than one Base Bid if the same bidder is the successful low bidder on each.

### POST BID INFORMATION

**15.1** Each Bidder shall be prepared, if requested by Owner or Designer, to present evidence, within ten days of the request, of experience, qualifications, and financial ability to carry out the terms of the contract.

## BONDS

**16.1** Successful bidder shall provide Bonds as required by the bidding documents and in accordance with paragraph 11.5.1 of the Conditions of the Contract and paragraph 17.1 below. Bond forms shall be the State of Tennessee standard bond forms, which are sequenced in Project Manual as listed in Table of Contents. Contract Bond, if required, shall be in the amount of one hundred percent (100%) of the Contract Sum. Three Year Roof Bond, if required, shall be in an amount as stipulated on the Bid Form.

### EXECUTION OF THE CONTRACT

**17.1** If a Bidder is presented the written Agreement form for signing, then that Bidder shall deliver to the identified Owner's representative, within five calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond (if required), Roof Bond (if required), certificates of insurance, and an "Authorization Agreement for Automatic Deposits (ACH Credits) Form" if such an authorization is not already on file with the Owner.

**17.2** For the purpose of computing time, the five days referred to in paragraph 17.1 commence the day after receipt of the agreement form by Bidder. Should the fifth day fall on a State holiday, or weekend, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances or causes for Bidder exceeding delivery time, Owner shall be entitled to either require forfeiture of bid security or to add for each day the Bidder exceeds the five day period a corresponding extra day in which to return a fully executed contract, which return will be considered effectuated by mailing Agreement to the Contractor within the required time plus any extensions provided herein.

### AWARD OF THE CONTRACT

**18.1** Presentation of Agreement form by Owner to bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

### PARTICIPATION OF MINORITY-OWNED BUSINESSES

**19.1** It is the express desire of the State Building Commission that all bidders actively seek participation by minority-owned businesses in the construction, demolition, or renovation, of State projects under jurisdiction of the Commission. Although the efforts by any bidder to meet this requirement will not be a factor in evaluation of bids, the State will require the successful bidder to report to the State the names and amounts of contracts entered into with minority-owned businesses on State projects in order for the State to collect data on such participation, as set forth in the Conditions of the Contract.

### END OF INSTRUCTIONS TO BIDDERS



# **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **MODIFICATIONS to the INSTRUCTIONS TO BIDDERS**

Following supplements modify, change, delete from or add to "Instructions to Bidders". Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

CPM January 2002 Std 00201

### **BID SUBMITTAL**

(Add paragraph 10.1.1 to read as follows:)

**10.1.1** Along with Bid Form and other required attachments, submit Bid Breakdown Form in Owner's Bid Envelope furnished by Designer in Bid Pack. Bidders shall have until close of the next business day to verify correctness of form schedule of values.

### **END of SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**00213-1**

# **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **MODIFICATIONS to the INSTRUCTIONS TO BIDDERS**

Following supplements modify, change, delete from or add to "Instructions to Bidders". Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

CPM January 2002 Std 00201

### **LICENSING AND QUALIFICATIONS**

(Add paragraph 6.2 to read as follows:)

**6.2** Bidder must exhibit qualifications and experience commensurate with the level of work required. Bidder should submit the following information to Designer no less than 14 days prior to bid opening for Designer's review:

- .1 Provide number of years in business for installation and maintenance of the type/kind of equipment contained in this project. Provide number of years firm has existed, and years operated in locale of this project.
- .2 List a minimum of five similar projects completed within the last five years. Provide name of each project, cost, address, and contact person at the site.
- .3 Work on equipment shall be performed by firms having specific experience in equipment renovations. Provide name of qualified firm with list of similar type projects for approval.

### **CONSIDERATION OF BIDS**

(Add paragraph 14.6 to read as follows:)

**14.6** For purposes of determining the low bidder as set forth in paragraph 14.3, when a maintenance agreement is priced in the Bid Form and specified, the Base Bid shall be replaced by an amount equal to the sum of Bidder's stated Base Bid plus the total five-year Service Charges of the maintenance agreement. The resultant Contract Sum of construction agreement shall be only for the Base Bid plus accepted Alternates, and not include the Service Charges of the maintenance agreement. The resultant Maintenance Agreement shall be only for the Annual Service Charges, and include the Labor Rate Unit Costs.

### **END of SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**00214-1**

# **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **MODIFICATIONS to the INSTRUCTIONS TO BIDDERS**

Following supplements modify, change, delete from or add to "Instructions to Bidders". Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

CPM January 2002 Std 00201

### **LICENSING AND QUALIFICATIONS**

(Add paragraph 6.2 and 6.3 to read as follows:)

**6.2** For work associated with underground storage tanks, responsible Bidder or Bidder's sub-contractor for performing such work shall be approved by the Tennessee Department of Environment and Conservation, Division of Underground Storage Tanks, as a "Corrective Action Contractor" (CAC).

**6.3** For work associated with abatement of lead-containing materials, responsible Bidder or Bidder's sub-contractor for performing such work shall be certified by the Tennessee Department of Environment and Conservation, Division of Solid Waste Management.

### **END of SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**00215-1**

# **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **MODIFICATIONS to the INSTRUCTIONS TO BIDDERS**

Following supplements modify, change, delete from or add to "Instructions to Bidders". Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

CPM January 2002 Std 00201

### **BID SUBMITTAL**

**10.1** Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Designer in Bid Pack. Affix to Bid Envelope the Subcontractor Multi-Site Bidding Form (00226), as shown in Project Manual. Bidder shall fill in blank spaces on face of envelope and subcontractor form, except blank provided for Designer's approval.

### **END of SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**00216-1**

# SUBCONTRACTOR MULTI-SITE BIDDING FORM

(for multiple-site projects)

Project: \_\_\_\_\_

Bidder: \_\_\_\_\_

## Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)

- If **any** work, regardless of dollar value, is required for subcontractor category, list subcontractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.
- If **no** work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).
- If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write name.

	Subcontractor	License Number	Expiration Date	Classification
<b>SITE:</b>				
Plumbing				
HVAC				
Electrical				
<b>SITE:</b>				
Plumbing				
HVAC				
Electrical				
<b>SITE:</b>				
Plumbing				
HVAC				
Electrical				
<b>SITE:</b>				
Plumbing				
HVAC				
Electrical				
<b>SITE:</b>				
Plumbing				
HVAC				
Electrical				
<b>SITE:</b>				
Plumbing				
HVAC				
Electrical				

**00226-1**

# GEOTECHNICAL DATA

## SUB-SURFACE INVESTIGATION AND REPORT:

- A.** Sub-surface investigation has been performed at the project site. This investigation was conducted, and a report obtained, solely for design purposes and is not a part of the Contract Documents.
- B.** The use and interpretation of this information will be entirely the responsibility of the using party. The Owner is not responsible for variations in the sub-surface conditions. Bidders shall decide for themselves the character of the material to be encountered.
- C.** The report of the findings of this investigation is on file in the Designer's office, and may be reviewed there by any prospective Bidder of Record. Bidders must call ahead to schedule an appointment.

# HAZARDOUS MATERIALS DATA

## HAZARDOUS MATERIALS INVESTIGATION AND REPORT:

- A.** An investigation has been performed at the project site to determine the presence and probable extent of hazardous materials in the existing building materials. This investigation was conducted, and a report obtained, solely for design purposes and is not a part of the Contract Documents.
- B.** The use and interpretation of this information is entirely the responsibility of the using party. The Owner is not responsible for variations in the actual composition of existing materials. Bidders shall decide for themselves the character and quantities of the material to be encountered.
- C.** The report of the findings of this investigation is on file in the Designer's office, and may be reviewed there by any prospective Bidder of Record. Bidders must call ahead to schedule an appointment.

# BID FORM

**BID TO: STATE OF TENNESSEE**

**For the Project Titled:**

**A.** The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Information Available to Bidders, identified in 00300 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
4. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
5. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
6. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.02, is:

\_\_\_\_\_ The Bidder and/or any of the Bidder's employees, agents, independent  
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty  
to, or pled no lo contendere to any contract crime involving a public contract.

7. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.03, is:  
(This information is for reporting purposes only, and is not a factor in the evaluation of bids)

\_\_\_\_\_ The Bidder is certified as a "Minority-Owned Business." If "Yes":  
(Yes or No)  
Minority  
Classification: \_\_\_\_\_  
Certifying Agency: \_\_\_\_\_

8. This Bidder has received the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

**00401-1**



**BID FORM** continued  
For the Project Titled:

**B.** This Bidder agrees to:

1. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.
3. If required by the Bidding Documents, furnish Three Year Roof Bond in the amount of:  
\_\_\_\_\_
4. Accomplish the Work in accordance with the Contract Documents.
5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day

6. Complete the Work of this project for the lump sum of:

**BASE BID:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

**Submitted by:**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Federal Business Identification Code \_\_\_\_\_

Address \_\_\_\_\_  
(Street & Mailing Address) \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email \_\_\_\_\_

# BID FORM

**BID TO: STATE OF TENNESSEE**

**For the Project Titled:**

SBC Project No.

**A.** The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Information Available to Bidders, identified in 00300 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
4. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
5. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
6. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.02, is:

\_\_\_\_\_ The Bidder and/or any of the Bidder's employees, agents, independent  
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty  
to, or pled no lo contendre to any contract crime involving a public contract.

7. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.03, is:  
(This information is for reporting purposes only, and is not a factor in the evaluation of bids)

\_\_\_\_\_ The Bidder is certified as a "Minority-Owned Business." If "Yes":  
(Yes or No)  
Minority  
Classification: \_\_\_\_\_  
Certifying Agency: \_\_\_\_\_

8. This Bidder has received the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

**00401-1**

**BID FORM** continued  
For the Project Titled:

SBC Project No.

**B.** This Bidder agrees to:

1. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.

*(If 3-Year Roof Bond is included in the Work, fill in required bond amount below – either a dollar amount or percent of bid amount – whichever is appropriate; otherwise fill in “Not Applicable”).*

2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.

3. If required by the Bidding Documents, furnish Three Year Roof Bond in the amount of:

4. Accomplish the Work in accordance with the Contract Documents.

5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day

*(Choose No. 4 above for single-phase work, or No. 4 below for multiple-phase work, and then delete the one not chosen.)*

6. Achieve Substantial Completion of the Work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each; and accept the conditions for Liquidated Damages in the amount set forth for each, wholly and severally for the Work and each Phase:

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day
		Days	\$ Per Day
		Days	\$ Per Day
		Days	\$ Per Day

*(If alternates are included, use the following to indicate their effects on Time and LDs; otherwise delete.)*

And, accept amendment of Contract Time applicable to each Alternate included in the Work:

Phase	Alternate	Contract Time	Liq. Damages
	Alternate No. 1	Add Days	Add \$ Per Day
		Deduct Days	\$ Per Day
		Days	\$ Per Day

7. Complete the Work of the Base Bid for this project for the lump sum of:

**Base Bid:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars

(Amount shown in both words and figures)

\$ \_\_\_\_\_

*(If alternates are included, edit the following per the number of alternates; otherwise delete.)*

**00401-2**

6. Include work of the following alternates as specified (See Section 01230) for the additional amounts listed:

**BID FORM** continued

For the Project Titled:

SBC Project No.

**Alternate 1:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

**Alternate 2:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

**Alternate 3:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

*(If unit prices are included, edit the following per the number of UP's; otherwise delete.)*

7. Propose the following Unit Prices, and include the total calculated value (i.e., the Base Quantity indicated in Section 01271 multiplied by proposed Unit Price) of each Unit Price in the bid amounts above, and agree to their use in the construction contract, if accepted by Owner:

Item	Description (See Section 01271)	Unit Price	Unit
1.		\$ _____	per
2.		\$ _____	per
3.		\$ _____	per
4.		\$ _____	per
5.		\$ _____	per

**This bid submitted by:**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Federal Business Identification Code \_\_\_\_\_

Address \_\_\_\_\_  
(Street & Mailing Address)

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email \_\_\_\_\_

**00401-3**

# BID FORM SUPPLEMENT

**PROJECT:**

## Maintenance Agreement:

**A.** As a part of the bid submitted this date for the Work of this project, this Bidder agrees to:

1. Arrange and coordinate, as a part of the Work of this project, the execution of a Maintenance Agreement(s), as specified in the Bidding and Contract Documents, between the State of Tennessee and (fill in name of proposed maintenance Vendor):

Vendor: \_\_\_\_\_

Tennessee Department of General Services (DGS)

Vendor I.D. Number \_\_\_\_\_

Contractor

License

License

License Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Classification \_\_\_\_\_

2. Assure that named maintenance Vendor be registered with the Tennessee Department of General Services Purchasing Division (Division) prior to time for receipt of bids, and that Vendor understands and agrees to abide by all statutes and terms contained in the Rules of the Division.
3. Assure that named maintenance Vendor shall also perform the elevator modernization work required of this project.
4. Covenant that the annual service charges and labor rate unit costs to be paid by the Owner to the maintenance Vendor under the terms of the Maintenance Agreement shall not exceed the following:

### Annual Service Charges:

First 12 months: \_\_\_\_\_

Second 12 months: \_\_\_\_\_

Third 12 months: \_\_\_\_\_

Fourth 12 months: \_\_\_\_\_

Fifth 12 months: \_\_\_\_\_

### Labor Rate Unit Costs:

#### Estimated Quantity

*(Extensions for bid evaluation purposes only)*

Regular Hourly Labor Rate: \_\_\_\_\_ (x)

(=) Extension: \_\_\_\_\_

Premium Hourly Labor Rate: \_\_\_\_\_ (x)

(=) Extension: \_\_\_\_\_

Per Trip Charge: \_\_\_\_\_ (x)

(=) Extension: \_\_\_\_\_

*(Total Bid shall include all Annual Service Charges  
plus all Unit Cost extensions)*

**Total Bid:** \_\_\_\_\_

## This supplement is submitted by:

Authorized  
signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and title:  
(Type or print) \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

**00408-1**

# BID BREAKDOWN

## 1.01 REFERENCES

Refer to paragraph 10.1.1 of 00213 - Supplementary Instructions to Bidders.

## 1.02 FORM

Use the "BID BREAKDOWN FORM" provided immediately following this page.

## 1.03 COMPLETION OF FORM

A. Complete form entirely, using the following Item descriptions:

1. ARMORY BUILDING - Costs for all work in connection with the construction of the Armory Building; including excavation and backfilling for foundation walls and footings, finish shaping, proofrolling sub-grade material, and the ground drainage fill under the floor slabs. Utility work shall be included in this bid item to a point 5'-0" outside the building.
2. SITE PREPARATION - Costs for all work in connection with the preparation of the project site to the sub-grade elevations required for the construction of the facilities to the elevations specified and shown; including clearing, grubbing, demolishing existing structures identified to be demolished, and relocating site soils to sub-grade levels. All culverts and headwalls shall be a part of site preparation.
3. SITE IMPROVEMENTS - Costs for all work in connection with the constructions of all site improvements; including paving, fencing, sidewalks, fine grading and seeding, planting, security lighting, flagpole, and any other costs not included in the other items. A further detailed breakdown of Site Improvements shall be submitted on form provided by Owner.
4. SITE UTILITIES - Costs for all utilities work beyond 5'-0" of the Armory Building.
5. 100% STATE FUNDED ITEMS - Costs for all work in connection with each of the following:
  - a) FIRE EXTINGUISHERS as specified in Section 10522. This item does not include the fire extinguisher cabinets, which are to be included in Item A.
  - b) BUILDING PLAQUE as specified in Section 10400.
  - c) ANTENNA MAST as specified in Section 11800.
6. IDS CONDUIT INSTALLATION - Costs for all work in connection with the installation of conduit for the Government furnished and Government installed Intrusion Detection System.

B. Person who signs Bid Breakdown Form on behalf of Bidder shall be legally empowered to bind Bidder to Contract.

## BID BREAKDOWN FORM

<b>PROJECT:</b> _____		
_____		
Project No. _____		
<b>BID DATE:</b> _____		
<b>BIDDER:</b> _____		
_____		
<b>SCHEDULE OF VALUES</b> (refer to 00437-1)		
A. ARMORY BUILDING		\$ _____
B. SITE PREPARATION		\$ _____
C. SITE IMPROVEMENTS		\$ _____
D. SITE UTILITIES		
1. Water	\$ _____	
2. Sewer	\$ _____	
3. Gas	\$ _____	
4. Electrical	\$ _____	
5. Telephone	\$ _____	
D TOTAL		\$ _____
E. 100% STATE FUNDED ITEMS		\$ _____
F. IDS CONDUIT INSTALLATION		\$ _____
<b>GRAND TOTAL:</b>		\$ _____
(Equals Base Bid amount)		

This Bidder certifies that the above is a true and accurate schedule of values in accordance with the item descriptions described in 00437 - Bid Breakdown, page 1, of the Project Manual. I understand that this Bid Breakdown Form is a supplement to the Bid Form, and that these values are for the Owner's use to determine project funding allocations, only.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**00437-2**

# **AGREEMENT FORMS**

## **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- A.** Form of Agreement will be that shown as document 00521 of this project manual, and will be filled out as indicated below.
- B.** The following information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner.
  - 1.** Contracting Agency, Contractor, Project, and Designer will be identified on page one.
  - 2.** A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1.
  - 3.** Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2.
  - 4.** The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3.
  - 5.** The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.
- C.** Date of Agreement will be filled in by Owner when last signature is affixed. Last signature will be by Owner.

**END OF DOCUMENT**



# AGREEMENT FORMS

## FORM

- A.** Form of Agreement will be that shown as document 00521 of this project manual, and will be filled out as indicated below.
- B.** Owner Agency, Contractor, Project, and Designer will be identified on page one. Date of Agreement will be filled in by Owner when last signature is affixed. Last signature will be by Owner. All other information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner.
- C.** A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1.
- D.** Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2.
- E.** The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3.
- F.** The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy. The following will also be added to the signature page:

This contract is for ☐ armory construction  
☐ non-armory construction

This contract is subject to all terms and conditions in Agreement No.

DAHA40\_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
between the United States of America and the State of Tennessee.

This contract is subject to the written approval of the Chief of the National Guard Bureau, or his duly authorized representative, and is not binding until so approved. Federal funding support of any change or extra is subject to prior approval by the Chief of the National Guard Bureau or his duly authorized representative.

- G.** A page will be attached for corporate certification of the person signing for Contractor, and is illustrated as page 00547-1. Contractor is required to complete and return the certification with the signed Agreement.

## END OF DOCUMENT

**00507-1**

# STATE OF TENNESSEE

Capital Projects Management



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# Standard Form of Agreement Between Owner and Contractor

where the Basis of Payment is a  
STIPULATED SUM

Use only with the coordinated documents identified in the current  
**Designers' Manual**  
for projects of the State Building Commission of Tennessee

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## AGREEMENT

made as of the  
Two Thousand and

day of

in the year of

**BETWEEN** the Owner:  
via the Contracting Agency:

**STATE OF TENNESSEE**

and the Contractor:

the Project:

the Designer:

The Owner and the Contractor agree as set forth below.

**00521-1**

**ARTICLE 1**  
**THE WORK AND THE CONTRACT DOCUMENTS**

- 1.1** The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 2.1** The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed;  
and, subject to authorized adjustments, Substantial Completion shall be achieved
- 2.2** Liquidated Damages, as set forth in paragraph 9.12 of the Supplementary Conditions, are

**ARTICLE 3**  
**CONTRACT SUM**

- 3.1** The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of
- 3.2** The Contract Sum is determined as follows:
- 3.3** The following Unit Prices will be used as specified:

This Agreement entered into as of the day and year first written above as witnessed:

**BY CONTRACTOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AND BY OWNER: STATE OF TENNESSEE**

**APPROVED:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**END of AGREEMENT FORM** for the Project titled:

**00521-4**

**AUTHORIZATION AGREEMENT**  
FOR  
**AUTOMATIC DEPOSITS**  
(ACH Credits)  
**FORM**

**REFERENCES**

- A.** Refer to paragraph 17.1 of Instructions to Bidders.
- B.** Refer to paragraph 9.11 of the Conditions of the Contract.

**FORM**

- A.** Use the "Authorization Agreement for Automatic Deposits (ACH Credits) Form" which will be provided by the Owner at the time of presentation of the Agreement form for signing. A copy of this form is provided immediately following this page for information purposes only.

**COMPLETION OF FORM**

- A.** Fill out the form in its entirety:
- B.** Inquiries regarding completion of the form should be made to:  
TN Department of Finance and Administration  
Office of Business and Finance (615) 741 - 2590

STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME \_\_\_\_\_

Federal Identification Number or Social Security Number \_\_\_\_\_  
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) \_\_\_\_\_ CHECKING or \_\_\_\_\_ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

\*\*\*\*\*  
Do you currently receive payments from the State through ACH? \_\_\_\_\_ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? \_\_\_\_\_ (Yes or No). If yes, please specify the account that should be changed: ABA No. \_\_\_\_\_ Account No. \_\_\_\_\_. Is this authorization only for certain types of payments? \_\_\_\_\_ (Yes or No). If yes, please indicate types:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: \_\_\_\_\_ Phone No. \_\_\_\_\_  
\*\*\*\*\*

DEPOSITORY/BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ACH TRANSIT/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

NAME(S) \_\_\_\_\_  
(Please print names of authorized account signatory)

DATE \_\_\_\_\_ SIGNED X \_\_\_\_\_ SIGNED X \_\_\_\_\_

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE  
ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact name: \_\_\_\_\_  
Telephone no.: \_\_\_\_\_

FA-0825  
(Rev. 4/96)

**00543-2**

**SUBSTITUTE W-9 FORM**  
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

**1. Complete general information:**

Taxpayer Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Business Name (if applicable) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**2. Circle the most appropriate category below:** (circle only one)

- 1) Individual (not an actual business.)
- 2) Joint account (two or more individuals.)
- 3) Custodian account of a minor.
- 4) a) Revocable savings trust (grantor is also trustee.)  
b) So-called trust account that is not a legal or valid trust under state law.
- 5) Sole proprietorship (using a social security number for the taxpayer ID.)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID.)
- 7) A valid trust, estate, or pension trust.
- 8) Corporation.
- 9) Association, club, religious, charitable, educational, or other not-profit organization (for entities that are exempt from federal tax, use category 13 below).
- 10) Partnership.
- 11) A broker or registered nominee.
- 12) Account with the U.S. Department of Agriculture in the name of a public entity that receives agricultural program payments.
- 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 50(c)3 entities).

**3. Fill in your taxpayer identification number below:** (complete only one)

- 1) If you circled number 1 - 5 above, fill in your Social Security Number:

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 - 

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 - 

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- 2) If you circled number 6 - 13 above, fill in your Federal Employer Identification Number (EIN):

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 - 

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**4. Sign and date the form:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Title \_\_\_\_\_

**00545-1**



# CORPORATE AUTHORITY CERTIFICATE

- A.** The prospective Contractor shall complete and sign this certificate and attach it to the Owner/Contractor Agreement form when signing the Agreement.
- B. INCORPORATED CONTRACTOR:** If the prospective Contractor is a corporation, it shall complete this portion of this certificate and cause the certificate to be executed under its corporate seal; and, the same corporate officer shall not execute both the Agreement and this certificate.

## CERTIFICATE OF CORPORATE AUTHORITY TO EXECUTE CONTRACT

I, \_\_\_\_\_ (name of certifier), certify that I am  
the \_\_\_\_\_ (title of certifier) of the corporation  
named as Contractor herein; that \_\_\_\_\_ (name of  
Agreement signer), who signed this Agreement on behalf of the Corporation, was then  
\_\_\_\_\_ (title of Agreement signer) of said corporation; and,  
that said Agreement was duly signed for and in behalf of said corporation by authority  
of its governing body, and is within the scope of its corporate powers.

- C. UNINCORPORATED CONTRACTOR:** If the Contractor is not a corporation, it shall indicate its business status below:

- ☐ A Partnership  
☐ A Sole Proprietorship

### ATTEST:

Signature: \_\_\_\_\_  
*Officer executing this certificate  
(This officer must not be the same person as the Agreement  
signer being empowered.)*

### WITNESS:

Signature: \_\_\_\_\_  
*signature of witness*

Signature: \_\_\_\_\_  
*signature of witness*

**00547-1**

# CONTRACT BOND

TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

BOND NO. \_\_\_\_\_

**Know all men by these presents:** that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**But the condition of the foregoing obligation or bond is this:**

**Whereas,** the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

**00615-1**

**Now, therefore,** if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**And** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

**In witness whereof** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed in \_\_\_\_\_ counterparts.

**Witness:**

\_\_\_\_\_  
(name of Principal)

\_\_\_\_\_  
(name of Surety)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(signature of Attorney-in-fact)

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(name of Attorney-in-fact)

\_\_\_\_\_  
(title of signatory)

\_\_\_\_\_  
(Tennessee license number of Agent or  
Attorney-in-fact)

\_\_\_\_\_  
(countersignature of resident Agent  
if not same as Attorney-in-fact)

*Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.*

**THREE-YEAR ROOF BOND**  
TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

**BOND NO.** \_\_\_\_\_

**GENERAL INFORMATION:**

Principal: \_\_\_\_\_

Surety Name: \_\_\_\_\_

& Address: \_\_\_\_\_

Building Owner: State of Tennessee \_\_\_\_\_

Project: \_\_\_\_\_

Project Contract Date: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the Principal and the Surety, are held and firmly bound unto the Building Owner in the amount of

for the payment thereof in good and lawful money of the United States of America the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**Whereas**, Principal has, by written agreement referenced above, entered into a contract (hereinafter referred to as "the Contract" and hereby referenced herein) with the Owner for the construction of the Project identified above.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall fully indemnify the Owner for all loss that the Owner may suffer by reason of any defective material and/or workmanship in the materials furnished for and the installation of the above referenced Project roofing system which become apparent during the period of three (3) years from the date of Substantial Completion of the above referenced Project roofing system, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any way affect the obligations under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

**00640-1**

**IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed in \_\_\_\_\_ counterparts.

**Witness:**

\_\_\_\_\_  
*(name of Principal)*

\_\_\_\_\_  
*(name of Surety)*

\_\_\_\_\_  
*(authorized signature)*

\_\_\_\_\_  
*(signature of Attorney-in-fact)*

\_\_\_\_\_  
*(name of signatory)*

\_\_\_\_\_  
*(name of Attorney-in-fact)*

\_\_\_\_\_  
*(title of signatory)*

\_\_\_\_\_  
*(Tennessee license number of Agent or  
Attorney-in-fact)*

\_\_\_\_\_  
*(countersignature of resident Agent  
if not same as Attorney-in-fact)*

*Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.*

Capital Projects Management

**GENERAL CONDITIONS  
OF THE CONTRACT FOR CONSTRUCTION**

Standard projects shall, unless otherwise specifically directed, use:

**AIA Document A201  
Fifteenth Edition  
1997**

Designers may use this page as a marker in draft documents, but will include the entire Conditions verbatim in actual Bidding and Contract Documents.

**00701-1**

# SUPPLEMENTARY CONDITIONS

## Modifications to AIA Document A201-1997, General Conditions of the Contract for Construction

The following supplements modify, change, delete from or add to "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition. Where an Article, Paragraph, Subparagraph or Clause of General Conditions is modified or deleted by Supplementary Conditions unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### 1 GENERAL PROVISIONS

**1.1.7** After "...volume" insert "or set"; and, after "...Contract" insert ", schedules, tables, drawings,".

**1.1.8** Add subparagraph 1.1.8 as follows:

**Provide or Provided:**

"Provide" or "Provided" as used in Contract Documents includes furnishing and installing a thing, product, system or the like.

**1.2.4** Add subparagraph 1.2.4 as follows:

Within the Specifications, the sections of Division One (01) are General Requirements, and apply to all sections of the Specifications.

**1.6** In paragraph heading and throughout subparagraph 1.6.1, delete "Instruments of Service", and substitute "Documents"; and, in third sentence, after "...authors of them", delete the rest of sentence.

### 2 OWNER

**2.1.1** In the first sentence after "The Owner is the..." delete remainder of sentence and substitute "State of Tennessee". At the end of the second sentence add "except as otherwise provided in this subparagraph". Add to subparagraph as follows:

For the purposes described in this subparagraph relating to approval of modifications described in Article 7, the signature of the following will constitute the signature of the Owner:

- .1 the State Architect or the head of Tennessee Department of Finance & Administration Capital Projects Management; and,
- .2 the head, or the designee thereof, of the Contracting Agency identified as such in the Agreement if not the Department of Finance and Administration.

**2.1.2** Delete entire subparagraph. Public construction projects are not subject to mechanics' liens in Tennessee. The remedy afforded to laborers and furnishers of material on State projects is referenced in Subparagraph 4.4.8.

**2.2.1** Delete entire subparagraph and substitute: "The Owner's project number constitutes verification that funding has been established as a matter of public record."

**2.4.1** Delete entire subparagraph and substitute: "If Contractor defaults or neglects to carry out Work in accordance with Contract Documents or fails to fulfill requirements of Contract, then Owner may, after ten (10) days written notice to Contractor and without prejudice to any other remedy that Owner may have, make good such deficiencies. In such case, appropriate modification will be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including costs of Designer's additional services made necessary by such default, neglect, or failure. Designer will approve both such action and the amount charged to Contractor. If payments then or thereafter due Contractor are insufficient to cover such amount, Contractor shall pay difference to Owner."

### 3 CONTRACTOR

**3.2.3** Delete the last sentence and substitute: "Contractor shall not be liable to Owner or Designer for damage resulting from error, inconsistency, or omission in Contract Documents, unless Contractor discovered, or in the exercise of reasonable diligence should have discovered such error, inconsistency, or omission and failed to report it to Designer. If contractor performs construction activity when Contractor knows, or should know in exercise of reasonable diligence that the activity involves error, inconsistency, or omission in Contract Documents, Contractor shall assume responsibility for such performance and shall bear the attributable costs for correction."

**3.3.1** In third sentence, after "...timely written notice", insert "and a proposal of corrective changes", before continuing with "to the Owner..."; and, delete the last sentence.

**3.4** Add Subparagraphs 3.4.4 through 3.4.6 as follows:

**3.4.1** Add to subparagraph as follows: "Contractor shall not receive material nor labor from one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract."

**3.4.2** Delete this subparagraph in its entirety, and substitute the following:  
Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use another material, equipment, or system in lieu thereof, Contractor shall request approval in writing and shall submit samples and data as required for Designer's consideration. Designer and Owner will be final judge of acceptability of substitution. No substitution shall be made without authority in writing from Designer. Not later than twenty-one (21) days after award of contract, Contractor shall provide a list showing names of manufacturers proposed for each specified product, and applicable name of installer, whether Contractor or subcontractor. Designer will within fourteen (14) days reply in writing to Contractor stating whether Owner or Designer, after due investigation, has reasonable objection to any such manufacturer or installer. If adequate data on proposed manufacturer or installer is not available, Designer may state that action will be deferred until Contractor provides further data. Contractor shall not make use of a manufacturer, or installer to which Owner or Designer has reasonably objected. Contractor will receive adjustment in Contract Sum, Contract Time, or both for making such change unless objection was based on failure of manufacturer or installer to meet requirements of Contract Documents, in which case neither Contract Sum nor Contract Time shall be adjusted. Failure to object to a manufacturer shall not constitute waiver of requirements of Contract Documents. Products furnished by listed manufacturers must conform to such requirements.

**3.4.4** Contractor shall disclose existence and extent of financial interests, whether direct or indirect, which Contractor has in proposed subcontractors and material suppliers.

### **3.4.5 Non-discrimination in employment:**

**3.4.5.1** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, or national origin as defined in Tennessee Code Annotated (TCA) 4-21-401, et seq., nor because of handicap, in accordance with TCA 8-50-103.

**3.4.5.2** Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to handicap, race, creed, color, religion, sex, age, or national origin, including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff, or termination.

**3.4.5.3** Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

**3.4.5.4** Solicitations or advertisements for employees placed by or in behalf of Contractor shall state that qualified applicants shall receive consideration for employment without regard to handicap, race, creed, color, religion, sex, age, or national origin.

### **3.4.6 Prevailing Wage Scale**

**3.4.6.1** Contractor is required to comply with policies, conditions and rules of the Tennessee Department of Labor pursuant to TCA 12-4-401, et seq, which include that if the Contract Sum exceeds fifty thousand dollars (\$50,000.00), Contractor is required to pay Prevailing Wage Scale current in the area of the project to laborers and mechanics employed on the Work, as set forth in said rules, policies, and statute, and to furnish weekly payrolls with the decision number noted on each to the Tennessee Department of Labor.

**3.4.6.2** When a Federal Wage Scale will apply to the Project, it will be included in Contract Documents, and Contractor shall pay not less than rates set forth. If both federal and State wage rates apply to project, Contractor shall pay the higher of the two wage scales for each craft or trade.

**3.4.6.3** Current Prevailing Wage Scale Determination(s) for this project will have been bound herein, after the Supplementary Conditions, or issued by addendum, if Owner's estimate of the value of Work indicates that it is required. Failure of Owner or Designer to provide current wage scale decision prior to bidding does not relieve Contractor of obligations set forth above.

**3.4.6.4** If applicability or values of Prevailing Wage Rates applicable to the project change during the course of the Contract, or differ from those provided in Contract Documents, equitable adjustment in Contract Sum shall be made.

**3.6** Add subparagraphs 3.6.2 and 3.6.3 as follows:

**3.6.2** Subparagraph 3.6.1 notwithstanding, if after bids are received or negotiations concluded, the State of Tennessee enacts a change in a sales, consumer, use, or similar state tax for the Work or a portion thereof provided by the Contractor, the Contract Sum shall be accordingly adjusted by appropriate modification or the Owner may make other lawful provision to mitigate the change.

**3.6.3** Neither Contract Sum nor Contract Time shall be adjusted for impacts resulting from a change in a tax by a governmental body other than the State of Tennessee, regardless of when the tax is enacted or goes into effect.

**3.7.2** Add to the beginning of the first sentence "Except as provided in subparagraph 3.7.5, "

**3.7.3** Add to the beginning of the first sentence "Except as provided in subparagraph 3.7.5, "

**3.7.4** Add to the beginning of the first sentence "Except as provided in subparagraph 3.7.5, "

**3.7.5** Add subparagraph 3.7.5, as follows:

This subparagraph applies to any applicable local governmental permit. The Owner is an agency of state government, and as such has sovereign immunity from the laws, ordinances, rules, regulations and lawful orders of local governments within the state; however, the Contractor shall obtain all normal permits whenever possible as if the Owner had no such immunity. If a delay or denial in securing a local permit occurs, the Contractor shall inform the Designer and the Owner of the situation, propose corrective measures, continue to pursue the customary permits, and continue the Work upon approval of the Designer.

**3.8.2** In clause three (3) of first sentence delete "Change Order" and substitute "Modification".

**3.9.1** In first sentence, after "The Contractor shall employ, insert "and designate". After first sentence, insert "Contractor shall not change such designation without consent of Owner; and, Owner's consent shall not be unreasonably withheld."

**3.10** Add subparagraphs 3.10.4 and 3.10.5 as follows:

### **3.10.4 Scheduling Agent**

At any time during the course of the Work, Owner may provide the services of a Construction Scheduling Agent. If provided, such services will be set forth in the specification of Progress Schedules. If provided, the purpose of such services is to assist in producing a progress schedule for the Work; however, no express or implied guarantee or warranty is provided by the Owner regarding the suitability of the derived schedules, and the Contractor retains full responsibility for the suitability of the schedules and for conforming to them. Contractor shall cooperate fully in developing a schedule, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

### **3.10.5 Commissioning Agent**

At any time during the course of the Work, Owner may utilize the services of a Commissioning Agent to have selected building systems commissioned. If utilized, such services and systems will be set forth in the specifications of Commissioning Requirements. If utilized, the purpose of such services is to ensure that all building systems perform interactively according to the design intent as indicated by the Contract Documents and the Owner's operational needs. The Commissioning Agent will direct the commissioning process. Contractor shall cooperate fully in the commissioning process, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

**3.12.6** After "...will do so", insert "prior to providing that which is the subject of the submittal".

**3.12.10** Delete the seventh (next to last) sentence in deference to the Designer's review responsibilities expressed in subparagraph 4.2.7.

**3.16.1** Insert at the end of the first sentence ",so that each may perform functions and exercise rights under the Contract Documents" before the period.

**3.17.1** In the second sentence after "The Contractor shall" insert ", subject to approval by the Attorney General of the State of Tennessee with respect to suits or claims against Owner, ", before continuing with "defend suits or claims..." In the last sentence after "However, if the Contractor" insert "knows or", before continuing with "has reason to believe..."



**3.18.1** In the first sentence, after "...permitted by law" delete "and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3" before continuing with ", the Contractor shall..."; then in the middle of the subparagraph, after "...of tangible property", delete "(other than the Work itself)" and substitute ", including loss of use resulting therefrom," before continuing with "but only to the extent caused by", then insert "willful or" before continuing with "the negligent acts or..."

**3.19** Add paragraph 3.19 as follows:  
Relations with Owner's Representatives

**3.19.1** Contractor, subcontractors, material suppliers, and sub-subcontractors shall neither offer nor give a product, service, payment, negotiable instrument, gift, gratuity, or other compensation in connection with this project to a representative or employee of the State of Tennessee, the Designer, or the Designer's consultants without Owner's consent. Evidence of a violation of this requirement may be cause for termination of this Contract.

**3.20** Add paragraph 3.20 as follows:  
**Participation of Minority-Owned Businesses:**

**3.20.1** It is the express desire of the State Building Commission that participation by minority-owned businesses be actively sought in the construction, demolition, or renovation of State projects under jurisdiction of the Commission. The Contractor shall report to the State its own status in this regard and the names and amounts of contracts entered into with minority-owned businesses on State projects in order for the State to collect data on such participation.

**3.20.2** "Minority-owned Business" means a business which is solely owned, or at least fifty-one percent (51%) of the assets of outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, religion, ethnic background, sex, or disability.

**3.20.3** To be a "Minority-owned Business" for the purposes of this contract, a business must be certified as a "Minority-owned Business" by an agency of the federal government or the government of the State of Tennessee which is normally engaged in the practice of providing such certification.

## **4 ADMINISTRATION OF THE CONTRACT**

**4.1** Change the name of this paragraph to "**Designer**". "Architect" or "Engineer" when used in Contract Documents shall be substituted with "Designer", regardless of modifiers or possessive use, unless specifically indicated to be employed by Contractor.

**4.1.1** Delete this subparagraph and substitute as follows:  
"Designer" is the licensed prime design professional or firm lawfully practicing architecture, landscape architecture, or engineering, identified in the Bidding Documents and Agreement form for project. The term "Designer" means the Designer or the Designer's authorized representative.

**4.1.3** Delete "against whom the Contractor has no reasonable objection and"...

**4.2.1** In first sentence, at item (3), delete "with the Owner's concurrence, from time to time", and substitute "at the Owner's request".

**4.2.2** In last sentence, delete "since these" and substitute "all of which".

**4.2.4** At end of last sentence, after "...through the Owner", insert "or the Owner's designee", before the concluding period.

**4.2.7** Delete first sentence and substitute "The Designer will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, checking for compliance with the requirements of, and conformance with the intent of, the Contract Documents."

**4.2.8** In first sentence, after "...The Designer will", insert "help the Owner", before continuing with "prepare Change Orders..."

**4.2.10** In last sentence, after "...representatives shall be", delete "as set forth in an exhibit to be", before continuing with "incorporated in the Contract Documents", then insert "if requested by the Contractor", before the concluding period.

**4.2.12** At end of subparagraph, in last sentence, delete "in good faith" and substitute "in accordance with a reasonable and professional standard of care".

**4.3.2** In the first sentence, after "Claims by either party", insert ", except claims of Liquidated Damages,"; after first sentence, add "If the impact of the condition giving rise to the Claim cannot be fully evaluated, a preliminary notice of a pending claim shall be made within the stated time limit subject to further action in a timely manner."

**4.3.3** In second sentence after "...or as provided in" delete "Subparagraph 9.7.1 and", before continuing with "Article 14..."

**4.3.4** In first numbered clause of first sentence, after "...the Contract Documents" insert ", taking into account that unless otherwise stipulated in Contract Documents, excavations and other subsurface construction activity shall be considered unclassified down to design depth, regardless of substrate and abandoned or inactive infrastructures".

**4.3.5** In first sentence, after "... increase in the Contract Sum," delete remainder of sentence beginning with "written notice as..." and substitute "the Contractor must give written notice as provided herein, and must receive written acknowledgement of the claim and written authorization to proceed, before the Contractor shall proceed to execute the construction activity giving rise to the claim; thence, the claim shall be addressed under provisions of paragraph 4.4." At end of subparagraph, add "Documentation of claims shall conform to the requirements of Article 7."

**4.3.7.1** Delete the entire clause and substitute "To make claim for an increase in Contract Time, Contractor shall give written notice as provided herein, and include an estimate of cost, which shall be limited to that allowed by 8.3.3, and an explanation of the cause and probable effect on progress of Work. In the case of a continuing delay, Contractor shall subsequently detail the full scope of the delay".

**4.3.9** At the end of this subparagraph, after "...be equitably adjusted", insert "subject to limitations and requirements contained in the Contract Documents".

**4.3.10** Delete this subparagraph in its entirety and substitute:  
**Claims for Consequential Damages.** The Contractor waives claims against the Owner for all consequential damages arising out of or relating to this Contract due to either party's termination in accordance with Article 14, including principal office expenses, the compensation of personnel stationed at the principal office, and any damages for losses of financing, business, and reputation, and for loss of profit.

**4.4.1** In first sentence, delete "but excluding those arising under Paragraphs 10.3 through 10.5," Beginning in second sentence with "mediation, arbitration or litigation of", delete the rest of the subparagraph and substitute "action pursuant to remedies provided by law for claims between Owner and Contractor".

**4.4.2** In first sentence, after "...receipt of the Claim", insert "or information preliminary or pursuant to a Claim or a modification to a Claim, and shall". At end of subparagraph, add "If Designer approves the Claim, Owner and Contractor shall have ten (10) days after receipt to protest. If Designer suggests compromise, parties shall have ten (10) days after receipt to protest. If the Designer declines to resolve the claim, the Owner may, but is not obligated to, then take the lead in resolving the claim."

**4.4.5** At the end of the subparagraph, delete "and arbitration", and substitute "with the consent of both parties and to remedies as otherwise provided by law".

**4.4.6** Delete this Paragraph and all other references to arbitration. As a matter of law, claims by or against the State of Tennessee are not subject to arbitration.

**4.4.8** Delete this Paragraph and all other references to mechanic's liens. As a matter of law, the State of Tennessee and its property are not subject to mechanics' and materialmen's liens. Subcontractors, suppliers, and other claimants are protected through the Contract Bond as required by TCA § 12-4-201, et. seq., TCA § 4-15-102 (f)(2), and paragraph 11.5 of these Conditions. Specific requirements for notice of claims on the Bond are set forth in TCA § 12-4-205.

**4.5** Delete this Paragraph and all other references to mediation. The State of Tennessee is not subject to mandatory mediation.

**4.6** Delete this Paragraph and all other references to arbitration. The State of Tennessee is not subject to arbitration.

## **5 SUBCONTRACTORS**

**5.2.1** In first sentence, delete "as soon as practicable" and insert "within twenty-one (21) days"; and, delete last sentence from this subparagraph and substitute: "No construction activity shall be commenced by a person or entity in question until all objections have been resolved. If required, Contractor shall furnish evidence satisfactory to Designer, showing each proposed subcontractor is competent to execute work covered by the subcontract. Subcontractors identified as a part of Contractor's bid for this project shall be used in the capacity listed, unless otherwise approved by the Owner in accordance with State Building Commission policy."

**5.2.3** In the second sentence after "...rejected Subcontractor was", insert "able to meet requirements of Contract Documents and" before continuing with "reasonably capable of performing..."

**5.2.5** Add subparagraph 5.2.5 as follows:  
Contractor shall not award subcontract to one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract.

**5.3.1** At the beginning of the subparagraph, delete through "...legally required for validity", and substitute "In the written agreement between the Contractor and Subcontractor," before continuing with "the Contractor shall...". At end of the subparagraph insert "In no event shall Subcontractor have any claim against Owner."

**5.4.2** At end of the subparagraph add "Upon any such assignment, Owner is not responsible for past breaches, monetary or otherwise, of the Contractor."

**5.4.3** Add subparagraph 5.4.3 as follows:  
Assignment is at the option of Owner. The Owner has no duty or obligation to exercise this option, nor is any right created for any subcontractor to expect or rely upon such assignment.

## **6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1.1** At end of first sentence, delete "and waiver of subrogation".

**6.2.3** Delete second sentence and substitute "The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of improperly timed construction activities, damage to the Work, or defective construction of a separate contractor."

## **7 CHANGES IN THE WORK**

**7.2.1** In the first sentence after "...a written instrument" delete "prepared by the Designer and" before continuing with "signed by the Owner...". In clause two (2) of first sentence after "Contract Sum", insert ", and that the price includes overhead and profit, and represents all direct and indirect costs associated with the change".

**7.2.2** Delete entire subparagraph, and substitute "Unless otherwise agreed in writing by Owner and Contractor, the method of determining adjustments in Contract Sum shall be by one or more of the methods set forth in 7.3.3, and shall be based on reasonable expenditures and savings as set forth in subparagraph 7.3.6."

**7.3.1** In the first sentence after "...a written order", delete "prepared by the Designer and" before continuing with "signed by the..."

**7.3.4** After "...for determining the", delete "proposed" before continuing with "adjustment in the..."

**7.3.6** In first sentence, delete "a reasonable allowance for overhead and profit", and substitute "an allowance for overhead and profit in accordance with subparagraph 7.3.10"; and, after the second sentence, which ends with "...appropriate supporting data.", delete the rest of the subparagraph, including the five subordinate clauses, and substitute clauses 7.3.6.1 through 7.3.6.4 as follows:

**7.3.6.1** Costs for the purpose of this subparagraph 7.3.6 shall be limited to the following:

- .1 Direct Payroll Expense of labor;
- .2 costs of materials, supplies, and equipment, including cost of transportation thereof, whether incorporated or consumed;
- .3 rental costs of machinery and equipment rented from others, and not more than eighty percent (80%) of the Associated Equipment Distributors Nationally Averaged Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;
- .4 costs of premiums for bonds and insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes related to the Work;
- .5 Direct Payroll Expense of field supervision directly attributable to authorized overtime; and;
- .6 Direct Payroll Expense of project manager and clerical work directly attributable to the change.

**7.3.6.2** The following items are "Extended Overhead", and shall be considered as costs when Contract Time is extended due to additional work or due to a Class 1 cause defined in 8.3, and solely to the extent directly attributable to extension of time. In all other instances, the following items shall be considered included in overhead:

- .1 field offices, sheds, phones, sanitary facilities, utilities, drinking fountains, cleaning, safety programs, and other construction facilities and temporary controls not specifically required for additional work;
- .2 additional costs of field supervision; and,
- .3 Superintendent's and other general use vehicles.

**7.3.6.3** Direct payroll expense (DPE) costs delineated in 7.3.6.1.1, 7.3.6.1.5, 7.3.6.1.6, and 7.3.6.2.2 shall be limited to base salary or hourly wage plus a maximum of thirty percent (30%) of base salary or hourly wage, and further limited to a maximum of One hundred twenty-five dollars (\$125) per hour, to cover social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance.

**7.3.6.4** Specifically excluded from costs and included in overhead are:

- .1 Corporate, home office, and branch office overhead, rent, mortgage, utilities, and personnel not otherwise mentioned;
- .2 capital expenses and interest on capital;
- .3 hand tools.

**7.3.8** Beginning in the first sentence, after "...to the Owner," delete the rest of the subparagraph and substitute "eligible amounts included in the Contract Sum by the Construction Change Directive for such changes shall be included in the Schedule of Values".

**7.3.10** Add subparagraph 7.3.10 as follows:

In paragraph 7.3, the allowance for overhead and profit, included in the total cost to Owner, shall be limited to the following:

- .1 For Contractor or Subcontractor performing work with their own forces, allowance shall be 10% overhead and 5% profit.
- .2 For Contractor, for Work performed by Contractor's Subcontractor, allowance shall be 5% profit on the amount due Subcontractor.
- .3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .4 To facilitate checking for increases or decreases in the Contract Sum, proposals shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus allowance for overhead and profit.

## **8 TIME**

**8.2.2** Delete last sentence.

**8.2.3** At end of sentence, delete "within the Contract Time" and substitute "in accordance with the Agreement".

**8.3** Delete entire paragraph and substitute as follows:  
**Delays, Extensions of Time, and Forced Acceleration**

**8.3.1** The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise, and said delays stem from the following causes:

- .1 Class 1 causes: an act or failure to act on the part of Owner or Designer or an employee of either, or of a separate contractor employed by Owner, or an injunction against Owner or Owner's representatives.
- .2 Class 2 causes: abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or insolvency of subcontractors, sub-subcontractors, or suppliers.

**8.3.2** If the basis exists for an extension of time under subparagraph 8.3.1, Owner may at its option:

- .1 in the case of additional work or a Class 1 cause, assign the Extended Overhead cost, defined in 7.3.6.2, to an allowance pending a final determination of actual impact at the conclusion of the Contract Time or the completion of Work, whichever occurs sooner;
- .2 accept the reasonable and appropriate time extension as determined by Designer to cover such delay, and in the case of a Class 2 cause, there will be no corresponding adjustment in Contract Sum, and the sole recourse of Contractor will be entitlement to time extension as provided by Designer regardless of actual source or cause of delay;
- .3 order Contractor to accelerate construction activity by working overtime and by adding extra forces in order to overcome such delays, and adjusting the Contract Sum in accordance with Article 7 to compensate Contractor for such directed acceleration; however, direct costs used in determining such compensation shall be limited to properly substantiated and documented premium or overtime labor costs; or,
- .4 employ a combination of the above remedies.

**8.3.3** Neither Owner nor Designer will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Designer on account of damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in 8.3.1; Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 cause except and solely to the extent of costs allowed under 7.3.6.

**8.3.4** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 or shall receive no consideration. Extensions of time occasioned by changes ordered in the Work shall be implemented in accordance with by Article 7.

**8.3.5** Extensions of time shall be implemented in accordance with Article 7.

## **9 PAYMENTS AND COMPLETION**

**9.3.1** At the beginning of the subparagraph, delete "At least ten days before", and substitute "Prior to" before continuing with "the date established". In second sentence, after "...shall be notarized", delete ", if required,", before continuing with "and supported by...".

**9.3.1.1** After "...Construction Change Directives", delete ", or by interim determinations of the Designer," before continuing with "but not yet...".

**9.3.1.2** In first sentence, after "Such applications", delete "may" and substitute "shall" before continuing with "not include requests...".

**9.3.2** At the end of the subparagraph, after "...storage and transportation", delete the rest of the last sentence and substitute "to the extent those costs have been included in the Contract Sum and actually incurred. Additional costs, which may be attendant to off-site storage, are the responsibility of the Contractor, and cannot be claimed by Contractor against Owner."

**9.3.3** In first sentence, after "...to the Owner", delete "no later than the time of payment", and substitute "at the time payment is received by the Contractor".

**9.4.2** In the numbered clauses of the fourth sentence, delete the third clause.

**9.5.1** At beginning of clause seven (7) at end of subparagraph, delete "persistent".

**9.6.1** After "...Owner shall make payment" delete remainder of subparagraph and substitute "in accordance with TCA 12-4-701 et seq, as may from time to time be amended." Add clauses 9.6.1.1 and 9.6.1.2 as follow:

**9.6.1.1** Payment is due not later than forty five (45) days after an undisputed Certificate for Payment has been received by Owner. Owner will endeavor to make payment within twenty-one (21) days, but shall not be obligated to do so.

**9.6.1.2** Based upon Applications for Payment submitted to the Designer by the Contractor and Certificates for Payment issued by the Designer, the Owner shall make progress payments monthly to the Contractor as provided in the Contract Documents as follows: Ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and materials and equipment suitably stored in accordance with subparagraph 9.3.2, less the aggregate of previous payments made; and, upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Designer shall determine for incomplete work and unsettled claims and liquidated damages.

**9.6.7** Delete the entire subparagraph and substitute:  
Provisions regarding retainage of TCA 66-11-144 are applicable to contracts for improvement of real property when Contract Sum is five hundred thousand dollars (\$500,000) or more. Contractor shall comply with these provisions and the procedures pursuant thereto instituted by the Tennessee State Treasurer and Department of Finance & Administration for establishment of an escrow account.

**9.7** Delete entire paragraph.

**9.8.1** Add to this subparagraph: "In order to occupy or utilize the Work for its intended use, Owner must have received complete Product Data, Operating & Maintenance Data, orientation, and training, as may be required by specifications, and use and occupancy permits."

**9.8.4** At the end of the first sentence, after "...accompanying the Certificate", insert ", subject to the provisions of subparagraph 9.12.2".

**9.8.5** After the first sentence, delete the rest of the subparagraph and substitute "Upon such acceptance and submission by Contractor and certification by Designer of an application for payment with consent of surety, if any, the Owner shall make appropriate reduction in retainage applying to such Work or designated portion of it. Such payment shall be in accordance with clause 9.6.1.2."

**9.10.2** In the fifth numbered clause of the first sentence, after "...releases and waivers", delete "of liens" before continuing with "claims, security interests...". In the second sentence, after "...Owner, the Contractor", delete "may furnish a bond" and

substitute "shall furnish acknowledgment of the matter from the Surety" before continuing with "satisfactory to the...". At the end of the second sentence, and twice in the third (last) sentence, delete "lien" and substitute "matter".

**9.10.4** Delete the opening sentence up to the colon (:) and substitute "The making of final payment shall not constitute a waiver of claims by the Owner for the following"; and at the beginning of clause one (1), delete "liens,"; and in clause two (2) after "...the Contract Documents" insert "irrespective of when such failure is discovered."

**9.10.5** Delete the subparagraph and substitute "Acceptance of final payment shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment."

**9.10.6** Add subparagraph 9.10.6 as follows:

Final Payment constituting the entire unpaid balance of Contract Sum, shall be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by Designer.

**9.11** Add paragraphs 9.11 and 9.12 as follows:

#### **Method of Payment**

**9.11.1** Payments to Contractor shall be made through Owner's automated clearinghouse wire transfer system. Contractor shall have completed an Authorization Agreement for Automatic Deposits ACH Credits Form prior to commencing Work and prior to submitting a first application for payment.

**9.11.2** Debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits ACH Credits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. Corrections shall be made within two banking days of the effective date of the original transaction. Other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.

**9.11.3** The Owner reserves the right to deduct from amounts which are or shall become due and payable to Contractor under this or any contract between the parties any amounts which are or shall become due and payable to the State by the Contractor.

#### **9.12 Liquidated Damages**

**9.12.1** Time being of the essence, Contractor further agrees to accept conditions for liquidated damages in the amount set forth in Contract Documents for each calendar day in excess of allotted time for Substantial Completion, or approved extension thereof, parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner-Contractor Agreement are a reasonable estimate of those damages which could result from delay.

**9.12.2** If a portion of the Work is certified Substantially Complete, the amount of Liquidated Damages applicable to the remaining Work may be reduced by written mutual agreement.

**9.12.3** Secondary Liquidated Damages shall be twenty-five percent (25%) of that originally required by the Contract Documents, and shall accrue until such time that Work has been completed and the Contract fully performed if:

- .1 the time for completion stipulated in the Certificate of Substantial Completion has passed; or, if no such time was stipulated, then thirty (30) calendar days has passed following the certified date of Substantial Completion; and,
- .2 the Contract Time, including approved extensions, plus thirty (30) calendar days, has passed.

## 10 PROTECTION OF PERSONS AND PROPERTY

**10.3.1** After "...by the Contractor," insert "which has neither been rendered harmless nor specified as inherent in the Work," before continuing with "the Contractor shall...". Add to this subparagraph "Reasonable precautions shall include, but not be limited to, precautions inherent in the Work."

**10.3.2** At the beginning of this subparagraph, insert "Under circumstances described in 10.3.1, Owner will have the option to either terminate the contract as provided in Article 14, proceed with Contractor in a mutually agreed plan of action, or as follows:". At the end of the last sentence, after "...accomplished as provided", insert "for claims in Article 4 and for changes in the Work", before concluding with "in Article 7."

**10.3.3** Delete entire subparagraph.

**10.5** Delete entire subparagraph.

## 11 INSURANCE AND BONDS

**11.1.1** In first sentence, after "...such insurance as will protect the Contractor", insert "and the Owner" before continuing with "from claims set forth below..." and, in clause five (5) delete "other than" and substitute "including"; and, after "...tangible property," insert "on or away from the site,".

**11.1.2** Add to subparagraph as follows:

Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements:

- .1 Comprehensive General Liability, including:
  - a Premises / Operations;  
Underground / Explosion / Collapse;  
Products / Completed Operations;  
Contractual;  
Independent Contractors;  
Owner / Contractor Protective;  
Broad Form Property Damage;  
Personal Injury (Employment Exclusion deleted)
  - b Combined single limits for bodily injury and property damage:  
Each Occurrence: \$1,000,000  
Aggregate: \$2,000,000
  - c Products and Completed Operations to be maintained for one year after final payment.
  - d Asbestos Abatement Insurance
    - .1 Non-friable Asbestos: If removal or abatement of non-friable asbestos is included in the Work, and Contractor's General Liability Insurance coverage excludes risks associated with asbestos, then Contractor shall provide evidence of a Special Endorsement.
    - .2 Friable Asbestos: If removal or abatement of friable asbestos is included in the Work, then Contractor shall provide evidence of a Special Endorsement.
    - .3 Special Endorsement: Evidence of a Special Endorsement shall be in the form of a Certificate of Insurance certifying a special endorsement for asbestos abatement insurance with a minimum \$500,000 limit of liability. If Contractor is performing no portion of the asbestos removal or abatement with its own forces, then Contractor, in lieu of its own such endorsement, may substitute a Certificate showing such special endorsement covering the subcontractor or sub-subcontractor actually performing the asbestos removal or abatement.

- .2 Comprehensive Automobile Liability:
  - a Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.
  - b Bodily injury and property damage combined single limits:  
Each Occurrence: \$500,000
- .3 Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law):
  - a Workers Compensation:  
according to statute
  - b Employer's Liability: \$100,000
- .4 If an exposure exists, Aircraft and Watercraft Liability (owned & non-owned), with limits approved by Owner, shall be provided.

**11.1.3** Delete second sentence and insert:

Certificate(s) of insurance provided to attest to coverages shall specifically cite each element of coverage and not less than limits set forth in subparagraph 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in 11.1.4. The term "Commercial General Liability" shall mean all of the coverages listed in 11.1.2.1.a unless specifically noted otherwise in the certificate.

**11.1.4** Add subparagraph 11.1.4 as follows:

Contractor shall notify Owner in writing of changes in coverage or carrier not later than ten (10) days after notification of Contractor by Producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are cancelled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

**11.3** Delete entire paragraph.

**11.4.1** In first sentence, at beginning, delete "Unless otherwise provided, the", then following "...subsequent Contract modifications" delete "and cost of materials supplied or installed by others, comprising total value for the entire Project" and substitute "for the covered Project", before continuing with "at the site...", and after "...replacement cost basis", delete "without optional deductibles" at end of first sentence. In the last sentence, after "...interests of the Owner," insert "as the named insured, and" before continuing with "the Contractor, subcontractors and Sub-subcontractors", then delete "in the Project" and substitute ", as additional insureds in the Project".

**11.4.1.1** In first sentence, after "...earthquake, flood, windstorm," delete "falsework, testing and startup, temporary buildings," before continuing with "and debris removal", then delete "including demolition occasioned by enforcement of any applicable legal requirements", before continuing with "and shall cover reasonable compensation for Designer's" then delete "and Contractor's" before continuing with "services and expenses..."; and, add to this Subparagraph: "Such insurance carried by the Owner will include a \$10,000 deductible clause. The deductible is the responsibility of the Contractor."

**11.4.1.2** In second sentence, after "...interests of the", insert "Owner as a named insured," before continuing with "Contractor, Subcontractors and..."

**11.4.1.3** Delete entire subparagraph.

**11.4.1.4** Delete entire subparagraph.

**11.4.2** In last sentence, after "...Sub-subcontractors in the Work", insert a period, and delete the rest of the sentence.

**11.4.3** Delete last sentence.

**11.4.4** Delete entire subparagraph.

**11.4.5** Delete entire subparagraph.

**11.4.6** Delete last sentence and substitute "Each policy shall contain a provision that the issuing company will endeavor to mail ten (10) days written notice to the Contractor should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Owner or issuing company."

**11.4.7** Delete entire subparagraph.

**11.4.9** Delete all except the last sentence and change "such" to "an insured".

**11.4.10** After "...loss with insurers" in the first sentence delete the rest of the subparagraph.

**11.5.1** Delete entire subparagraph and substitute as follows:  
If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder. If a Contract Bond is required, and a Three-Year Roof Bond is also stipulated in the Bidding Documents, then the Three-Year Roof Bond shall be provided as stipulated. Bond(s) shall be executed on Tennessee State Building Commission Standard Form(s) exhibited in Bidding Documents for project, and subject to provisions of subparagraph 11.5.3.

**11.5.3** Add subparagraph 11.5.3 as follows:  
Surety is the person or entity identified as such in a bond and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative. Surety Company issuing bond shall be licensed to transact business in Tennessee by Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be one who is licensed by Tennessee as a resident agent, and shall affix license number to bond; or, countersignature by and license number of a licensed resident agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

## **12 UNCOVERING AND CORRECTION OF WORK**

**12.1.2** In third sentence, after "...the Contract Documents," delete "correction" and substitute "uncovering, correction, and recovering" before continuing with "shall be at..."

**12.2.2.1** Delete the last sentence of this clause, and substitute:  
"If Three Year Roof Bond with regard only to the roofing system, its installation, and materials, the one year time period hereunder is extended for two (2) additional years for a total period of three (3) years. Until such time as the three (3) years hereunder have expired, Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of Subparagraph 12.2.2, all of Company's actions, whether of omission or commission, pursuant to the Roofing System Warranty are likewise actions of Contractor hereunder and shall in no way negate or reduce the responsibilities of Contractor hereunder."

**12.2.5** In second sentence, after "...in Subparagraph 12.2.2", delete "relates" and substitute ", and time periods of applicable special warranties, relate" before continuing with "only to the..."

## **13 MISCELLANEOUS PROVISIONS**

**13.1.1** In the first sentence after "...by the law of the" delete remainder of sentence and insert "State of Tennessee".

**13.2.1** At the beginning of the second sentence, delete "Except as provided in Subparagraph 13.2.2, neither" and substitute "Neither" before continuing with "party to the ...".

**13.2.2** Delete entire subparagraph.

**13.6.1** After "...date payment is" delete the rest of the paragraph and substitute "past due as stated in subparagraph 9.6.1 in accordance with TCA 12-4-704, as may from time to time be amended".

**13.7** Delete entire paragraph.

## **14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1.1** In the four (4) numbered clauses at the end of the subparagraph: move "or," from the end of the third clause to the end of the second clause; end the subparagraph at the end of the third clause, replacing the semicolon with a period; and, delete the entire fourth clause.

**14.1.3** At end of subparagraph, after "...overhead, profit, and", delete "damages" and substitute "costs as defined in 7.3.6".

**14.2.1** At beginning of clause one (1), delete "persistently or repeatedly refuses or", and substitute "refuses or repeatedly", before continuing with "fails to supply..."; and at beginning of clause three (3), delete "persistently disregards", and substitute "disregards or repeatedly fails to comply with", before continuing with "laws, ordinances, or..."

**14.2.2** In clause one (1) after "... take possession" insert "of all Work in place," before continuing with "of the site".

**14.4.2** In clause no. 2 after "...of the Work" insert ", including materials for which Owner has paid and which are stored off-site" before concluding with "; and,".

**14.4.3** After "...receive payment for" delete the rest of the subparagraph and substitute "the completed portion of Work plus a fraction of five percent (5%) of the remaining balance of the Contract Sum, which fraction shall be equal to the value of the Work completed divided by the Contract Sum."

# **SUPPLEMENTARY CONDITIONS**

## **Federal Civilian Form**

Modifications to AIA Document A201-1997, General Conditions of the Contract for Construction

# **IN PRODUCTION**

**00813-1**

# **SUPPLEMENTARY CONDITIONS**

## **Federal Military Form**

Modifications to AIA Document A201-1997, General Conditions of the Contract for Construction

# **IN PRODUCTION**

**00817-1**



# **ADDITIONAL SUPPLEMENTARY CONDITIONS**

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## **MODIFICATIONS to the CONDITIONS OF THE CONTRACT**

The following supplements modify, change, delete from or add to the Conditions of the Contract:

AIA Document A201  
**GENERAL CONDITIONS**  
of the Contract for Construction,  
Fifteenth Edition, 1997  
and the associated  
**SUPPLEMENTARY CONDITIONS**

Where an Article, Paragraph, Subparagraph or Clause of Conditions is modified or deleted by Additional Supplementary Conditions, unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

## **ARTICLE 11 INSURANCE**

- 11.4.1** Delete first sentence and substitute:  
The Contractor shall purchase from and maintain, in a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum plus value of subsequent Contract modifications for the covered project at the site on a replacement cost basis.
- 11.4.1.1** Delete the last sentence added to this Subparagraph by the Supplementary Conditions.
- 11.4.1.2** Delete clause.
- 11.4.1.3** Delete clause.
- 11.4.2** At beginning of first sentence delete " The Owner shall purchase..." and substitute "The Contractor shall purchase..."
- 11.4.6** Substitute all references to "Owner" with "Contractor", and substitute all references to "Contractor" with "Owner".
- 11.4.8** At beginning of first sentence delete "A loss insured under Owner's property insurance..." and substitute "A loss insured under Contractor's property insurance..."

---

**END OF DOCUMENT**

**00827-1**

Combined Request and Decision form for  
**Wage Determination**

<b>Request made by</b>		
<i>Signature</i>		
<i>Name of person</i>		
<i>Title</i>		
<i>Dept., Agency or Bureau</i>		
<i>Address and phone</i>		
<b><i>Date of request</i></b>	<b><i>Date of Advertisement</i></b>	<b><i>Supersedes Decision</i></b>

<b>The Project</b>		
<b><i>City</i></b>	<b><i>State</i></b>	<b><i>County</i></b>
<b><i>Project Identification</i></b>		
<b><i>Brief Project Description</i></b>		

<b>Decision rendered by</b>
State of Tennessee Dept. of Labor and Workforce Development Labor Standards Division Second Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, Tennessee 37243-0657

<b>Wage Determination</b>	
<b>Decision Number</b>	
<b>Building Rates</b>	<input type="checkbox"/> Apply <input type="checkbox"/> Do not apply
<b>Highway Rates</b>	<input type="checkbox"/> Apply <input type="checkbox"/> Do not apply
<b><i>Report to</i></b>	
<b><i>Date assigned</i></b>	<b><i>Assigned by</i></b>

The project identification and brief project description given herein shall not act to define, expand, or limit the Work required by the Contract Documents. Such information provided herein is intended only as information to the Dept. of Labor and Workforce Development. No other use or interpretation is intended.

**00833-1**

# Building Wage Rates

- A.** To determine the rates required to be paid laborers and mechanics on the project:
1. Refer to the Wage Rate Determination to see whether Building Rates, Highway Rates, or both apply.
  2. If Building Wage Rates apply:
    - a. Refer to the table of State of Tennessee prevailing Building Wage Rate Areas.
    - b. Find the County in which the Work takes place. Read the Wage Area for the County.
    - c. Refer to the table of State of Tennessee prevailing Building Wage Rates by Area.
    - d. Use the rates in the column headed by the Wage Area number.
  3. If Highway Wage Rates apply:
    - a. Refer to the table of State of Tennessee prevailing Highway Wage Rates.
    - b. Use the rates in the table for all locations.
- B.** To report the rates paid laborers and mechanics on the project:
1. Refer to the Wage Rate Determination.
  2. Include Decision number on report.
  3. Send report to the Inspector listed in the box headed "Report to".

## Tennessee Prevailing Wage Rate Areas

County Name	Wage Area	County Name	Wage Area	County Name	Wage Area	County Name	Wage Area
ANDERSON	7	FENTRESS	7	LAUDERDALE	2	ROANE	7
BEDFORD	6	FRANKLIN	6	LAWRENCE	6	ROBERTSON	5
BENTON	3	GIBSON	2	LEWIS	6	RUTHERFORD	6
BLEDSON	9	GILES	6	LINCOLN	6	SCOTT	7
BLOUNT	9	GRAINGER	11	LOUDON	9	SEQUATCHIE	9
BRADLEY	9	GREENE	11	McMINN	9	SEVIER	9
CAMPBELL	7	GRUNDY	6	McNAIRY	3	SHELBY	1
CANNON	6	HAMBLETON	11	MACON	5	SMITH	5
CARROLL	3	HAMILTON	8	MADISON	4	STEWART	3
CARTER	11	HANCOCK	11	MARION	6	SULLIVAN	11
CHEATHAM	5	HARDEMAN	2	MARSHALL	6	SUMNER	5
CHESTER	3	HARDIN	3	MAURY	6	TIPTON	2
CLAIBORNE	11	HAWKINS	11	MEIGS	9	TROUSDALE	5
CLAY	7	HAYWOOD	2	MONROE	9	UNICOI	11
COCKE	11	HENDERSON	3	MONTGOMERY	5	UNION	11
COFFEE	6	HENRY	3	MOORE	6	VAN BUREN	9
CROCKETT	2	HICKMAN	6	MORGAN	7	WARREN	6
CUMBERLAND	7	HOUSTON	3	OBION	2	WASHINGTON	11
DAVIDSON	12	HUMPHREYS	3	OVERTON	7	WAYNE	3
DECATUR	3	JACKSON	7	PERRY	3	WEAKLEY	2
DEKALB	5	JEFFERSON	11	PICKETT	7	WHITE	7
DICKSON	5	JOHNSON	11	POLK	9	WILLIAMSON	5
DYER	2	KNOX	10	PUTNAM	7	WILSON	5
FAYETTE	2	LAKE	2	RHEA	9	CATOOSA,GA	8

## Tennessee Prevailing Wage Rates by Wage Area for Buildings in 2003 and 2004

Classification	1	2	3	4	5	6	7	8	9	10	11	12
Air Conditioning & Ref. Mechanic	20.16	9.25	18.27	12.04	16.61	14.29	13.10	11.29	13.62	11.72	11.71	15.90
Boilermaker	19.05	14.13	15.27	13.05	14.62	13.70	17.48	17.99	17.48	16.45	11.73	14.16
Brick Layer	22.63	16.14	15.64	12.97	19.16	19.82	15.98	15.72	18.73	14.61	11.64	17.64
Cement Finisher, Plasterer	16.15	12.30	12.76	11.91	11.96	13.39	16.30	15.60	15.11	15.03	12.13	14.51
Carpenter	16.26	12.72	16.40	14.52	14.78	15.39	17.42	17.11	12.62	13.66	12.00	15.75
Electrician	21.69	19.54	20.33	15.55	19.71	19.63	20.30	20.78	25.43	17.68	15.04	19.55
Elevator Constructor	20.97	13.41	14.92	12.37	22.28	22.28	15.88	17.59	16.58	15.54	16.09	22.20
Elevator Constructor Helper	12.08	9.39	10.44	8.67	15.59	15.59	11.12	12.31	12.26	10.88	11.41	15.19
Glazier	18.06	15.25	12.34	10.24	16.36	14.36	14.61	14.00	13.45	12.12	12.83	13.15
Insulation Worker for Mech. Tr.	19.28	19.31	19.39	19.28	19.05	18.87	18.97	18.10	18.40	11.98	12.55	17.89
Iron Worker: Structural, Rein.	19.01	14.35	11.91	16.21	15.73	15.78	15.09	17.95	15.64	13.03	11.55	16.72
Laborer Class A	11.73	10.69	10.43	10.46	12.00	11.99	12.45	9.97	9.86	10.79	8.17	11.63
Laborer Class B	11.51	10.53	12.83	9.44	10.08	10.50	11.39	9.75	10.39	9.45	7.94	10.39
Millwright	16.30	11.79	14.07	11.99	14.03	19.01	16.37	16.53	14.68	12.98	20.40	17.47
Operating Engineer Class A	16.99	13.20	13.77	13.76	17.28	15.84	19.50	14.87	13.25	16.05	13.04	16.08
Operating Engineer Class B	12.82	9.86	12.26	10.60	9.75	10.70	12.10	14.06	10.71	9.60	7.37	10.35
Operating Engineer Class C	13.99	11.25	11.20	10.76	11.25	11.25	13.02	14.73	9.51	13.48	9.48	10.82
Painter	14.79	10.26	17.03	10.35	12.32	11.23	13.73	15.72	11.78	11.46	14.36	13.57
Pipefitter – Plumber	20.90	18.27	19.91	18.12	19.66	18.99	20.49	18.82	20.79	20.32	15.57	19.35
Roofer	15.66	11.23	13.02	9.70	16.26	14.57	16.26	17.76	9.71	14.29	11.37	17.21
Sheetmetal Worker	21.92	14.75	19.60	13.08	17.46	19.54	20.73	16.56	17.32	15.19	16.20	19.23
Truck Driver (3 or more axles)	14.26	8.92	10.08	8.62	12.03	11.25	14.81	12.09	8.95	9.26	9.73	13.76
Truck Driver (2 axles, over 1 ton)	14.36	7.12	7.93	9.08	7.35	8.50	9.52	14.10	9.24	8.87	10.28	13.19
Truck Driver (2 axles, 1 ton & less)	13.78	7.78	8.66	9.18	8.05	7.54	11.59	12.00	8.69	9.08	8.65	8.34

### Building Craft classifications are additionally described as follows:

#### APPRENTICE

Persons registered individually under a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training in the United States Department of Labor. The Contractor or subcontractor using the apprentice shall submit evidence of his indenture and/or apprenticeship registration when the apprentice's name first appears on a submitting payroll.

#### BRICKLAYER

Concrete Block Layer, Stonemason, Marble Setter, Terrazzo Worker, Tile Setter.

#### CARPENTER

Drywall Partitioner, Pile Handler, Form Setter, Soft Floor Layer, Acoustical Ceiling Hanger, Carpet Layer, Latherer.

#### ELECTRICIAN

Lineman, Wireman, Electronics Technician, Cable Splicer.

#### IRONWORKER

Structural, Reinforcing, Ornamental.

#### LABORERS

**Class A:** Operators of Jackhammers, Air Tampers, Vibrators, Catcrawlers, Chipping Hammers, Motorized Wheelbarrows, Concrete Saws, Motorized Posthole Diggers, Chain-saws, Air Tools, All Power Driven Tools, Mortar Mixers, Powdermen, Mason Tenders, Plasterer Tenders, Asphalt Rakers, Form Setters and Strippers, Tool room Attendants.

**Class B:** General Labor (all other general labor not covered by laborer class A).

#### OPERATING ENGINEERS

**Class A:** Operators of Backhoes, Draglines, Cranes, Derricks, Gradalls, Winches with booms, Motor Patrols, Trenching Machines (18" and over), Pile Drivers, Tug Boats, Mechanics (heavy), Central mixing plants, Locomotives, Straddle carriers,

Earth freezing equipment, 3 Drum hoists, Side booms, Dredges, Mucking machines, Cableways, Central compressor plants, Derrick boats, Concrete pumps, Well point Systems, Self-propelled sweepers, Bulldozers, Scrapers, Forklifts, Front end loaders.

**Class B:** Operators of Trenching machines (less than 18"), Tandem Rollers, Pagers, Mobile mixers (rubber tired, mobile, mixed on job), Back Fillers, Blade graders, Dinkeys (over 10 tons), Elevating graders, Winches (operated from trucks or tractors, without boom and powered by other than the truck), Bituminous distributors, 1 and 2 Drum Hoists, Grout Pumps, Motor Boats, Self Propelled Earth Compactors, Finishing machines, Mixers, Switchmen, Brakemen, Firemen.

**Class C:** Operators of Air compressors, Earth drills, Scales, Tractors (40 H.P. and less), Pumps (larger than 4"), Dinkeys (less than 10 tons), Motor Crane Drivers, Oilers.

#### PAINTER

Brush, Roller, Spray, Structural steel, Dry wall finishing, Wall Covering, Sand Blasting.

#### PIPEFITTER-PLUMBER

Steamfitter, Sprinkler fitter.

#### ROOFER

Composition, Built-up, Shingle, Slate, Tile, Single-membrane, Damp and Waterproofing.

#### TRUCK DRIVERS

**3 or more axles:** Trucks with 3 or more axles, Dump trucks over 6 yards, Ready-mix Concrete Trucks, Tank trucks, Floats, Lowboys, Winch trucks, Semi Trailers, Trucks pulling or towing equipment.

**2 axles, over 1 ton:** Trucks with 2 axles over 1 ton.

**2 axles, 1 ton & less:** Trucks with 2 axles 1 ton and less.

### End of Building Classification descriptions

00835-2

# Highway Wage Rates

- A.** To determine the rates required to be paid laborers and mechanics on the project:
1. Refer to the Wage Rate Determination to see whether Building Rates, Highway Rates, or both apply.
  2. If Building Wage Rates apply:
    - a. Refer to the table of State of Tennessee prevailing Building Wage Rate Areas.
    - b. Find the County in which the Work takes place. Read the Wage Area for the County.
    - c. Refer to the table of State of Tennessee prevailing Building Wage Rates by Area.
    - d. Use the rates in the column headed by the Wage Area number.
  3. If Highway Wage Rates apply:
    - a. Refer to the table of State of Tennessee prevailing Highway Wage Rates.
    - b. Use the rates in the table for all locations.
- B.** To report the rates paid laborers and mechanics on the project:
1. Refer to the Wage Rate Determination.
  2. Include Decision number on report.
  3. Send report to the Inspector listed in the box headed "Report to".

State of Tennessee prevailing  
**Highway Wage Rates  
for 2003**

Craft	Classification	RATE
1	Bricklayer	13.13
2	Carpenter or Lead Person	12.88
3	Concrete Finisher	11.58
4	Drill Operator (Caisson)	14.16
5	Electrician	20.79
6	Farm Tractor Operator	11.04
7	Ironworker (Reinforcing)	12.81
8	Ironworker (Structural)	14.08
9	Laborer/Unskilled, Flagger or Traffic Control Pickup Driver	9.52
10	Mechanic - Class 1 (Heavy Duty)	14.33
11	Mechanic - Class 2 (Light Duty)	13.38
12	Painter or Sandblaster	18.61
13	Powder Person Blaster	14.52
14	Sweep/Vac Operator	12.17
15	Truck Driver – (2 Axles)	12.24
16	Truck Driver – (3/4 Axles)	10.96
17	Truck Driver – (5 or more Axles)	11.53
18	Worksite Traffic Supervisor	12.77
19	Skilled Laborer	10.99
20	Class A Operator	14.53
21	Class B Operator	12.87
22	Class C Operator	12.85
23	Class D Operator	12.15

State of Tennessee prevailing  
**Highway Craft Classifications**  
are additionally described as follows:

**Laborer/Unskilled**

Flagger or traffic control pickup driver

**Skilled Laborer**

Air tool operator, asphalt raker, chain saw operator, concrete mixer operator (less than one yard), concrete rubber/edger, fence erector, form setter (steel road), guard rail erector, mechanic's helper (tire changer or oiler), mortar mixer, nozzleman or gun operator (Gunitex), pipelayer, sign erector.

**Class "A" Operators**

Backhoe/hydraulic excavator (3/4 yard and over), crane, end loader (3 yards and over), motor patrol (finish), pile driver, dragline.

**Class "B" Operators**

Backhoe/hydraulic excavator (less than 3/4 yards), bull dozer or push dozer, end loader (less than 3 yards), motor patrol (rough) tractor (crawler/utility), scraper, shovel, trenching machine.

**Class "C" Operators**

Asphalt paver, concrete finishing machine, concrete paver, scale, spreader (self-propelled), concrete grinder, asphalt milling machine, boring machine (horizontal).

**Class "D" Operators**

Bobcat, central mixing plant, concrete pump concrete saw, curb machine (automatic or manual), dozer or loader (stockpile), drill (piling), mulcher or seeder, rock drill (truck mounted), roller (asphalt), roller (compaction self-propelled), soil stabilization machine, tractor (boom and hoist), bituminous distributor machine, pump, track drill, striping machine operator.

end of additional descriptions of  
**Highway Craft Classifications**

## **SECTION 01210 ALLOWANCES**

### **PART 1 - GENERAL**

- 1.01** Include allowances stated in the Contract Documents in the Contract Sum. Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- 1.02** Refer particularly to paragraph 3.8 of the Conditions of the Contract for inclusions and exclusions not specified below.
- 1.03** Administration of allowances
- A.** Contractor's duties in selection of products under allowances
    - 1.** Assist the Designer and Owner in determining qualified suppliers or installers.
    - 2.** Obtain bids from suppliers and installers when requested by the Designer.
    - 3.** Make appropriate recommendations for consideration of the Designer.
    - 4.** Notify the Designer promptly of:
      - a.** Reasonable objections against a supplier, or party under consideration for installation.
      - b.** Effect on the Construction Schedule anticipated by selections under consideration.
  - B.** Adjustment of costs
    - 1.** Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order or Construction Change Directive.
    - 2.** At Contract Close-out, reflect approved changes to the Contract Sum in the final application for payment.
- 1.04** Provide the following allowances:

## **SECTION 01212 DISPOSAL ALLOWANCES**

### **PART 1 - GENERAL**

- 1.01** Contractor shall include as a part of the Contract Sum the monetary amount specified for allowances stated in the Contract Documents. Designate in construction progress schedule the operations specified under each allowance.
- 1.02** Inclusions and exclusions
- A. Amount of each allowance includes:
    - 1. All material and equipment costs.
    - 2. All mobilization and transportation costs.
    - 3. All labor costs.
    - 4. Applicable permits, fees, and taxes.
  - B. In addition to amount of each allowance, include in Contract Sum the costs for:
    - 1. All costs required for determining proposed allowance costs.
    - 2. Other expenses required to completing operations.
    - 3. Contractor's overhead and profit.
- 1.03** Administration of allowances
- A. Contractor's duties in providing proposal for completion of work under allowances:
    - 1. Utilize subcontractors as required who are qualified for performing allowance work.
    - 2. Utilize and assure the utilization of proper procedures for performing allowance work.
    - 3. Obtain bids from subcontractors when requested by the Designer.
    - 4. Make appropriate most cost effective proposal for consideration of the Designer.
    - 5. Notify the Designer promptly of:
      - a) Reasonable objections against a subcontractor under consideration.
      - b) Effect on the Construction Schedule anticipated by recommendations under consideration.
  - B. Adjustment of costs
    - 1. Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by contract Modification.
    - 2. At Contract Close-out, reflect approved changes to the Contract Sum in the final application for payment.
    - 3. The Owner reserves the right to complete the work of any allowance stated in the Contract Documents under a separate contract and delete the monetary amount specified for that work from the Contract Sum.
- 1.04** Provide the following cash allowance in the Contract Sum:
- Allowance for disposal of contaminated/hazardous materials, including
- 1. Contaminated soils ..... as specified in Section
  - 2. Contaminated groundwater .... as specified in Section
- The amount of:
- 1.05** All work associated with this allowance shall be approved in writing by the Designer before actual start of allowance work.

## **SECTION 01230 ALTERNATES**

### **PART 1 - GENERAL**

- 1.01** SECTION INCLUDES identification of each Alternate by number, and describes the basic changes to be incorporated into the Work if a particular alternate is made a part of the work by specific provisions in the Agreement between the Owner and the Contractor.
- 1.02** RELATED SECTIONS are referenced in the definition of each Alternate.
- 1.03** COORDINATION of related work and modifications to surrounding work as required to properly integrate each Alternate, and to provide the complete construction required by the Contract Documents, is the responsibility of the Contractor.
- 1.04** **DESCRIPTION OF ALTERNATES:**



## **SECTION 01250 MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 SUPPORTING DOCUMENTATION for PROPOSALS or CLAIMS**

- A.** Propose changes to Work in writing, specifically describing proposed change, or briefly describing the proposed change with specific reference to a completely descriptive attachment.
- B.** Propose changes in Contract Sum in writing, stating briefly the reason for change, and summarizing material, equipment, labor, overhead, and profit factors for Contractor, Subcontractors, and Sub-subcontractors. Unless waived by Owner, attach itemization of values of direct cost on form shown as Section 01258, or similar form which provides same information, citing:
  - 1.** Materials: units, costs, quantities, totals
  - 2.** Equipment: hours, rates, totals
  - 3.** Labor: hours, rates, totals
- C.** Propose changes in Contract Time in writing:
  - 1.** fully describe the reasons for the change and effect of the change on the construction schedule, and attach a revised Progress Schedule.
  - 2.** for a change based on weather-related delay, provide and attach weather data from National Oceanic and Atmospheric Administration (NOAA) as an impartial basis for determining justifiable extensions, or daily work logs which describe actual local weather conditions and impact, subject to approval by Designer. Provide and attach NOAA comparative data on normals, means, and extremes if not already provided in Project Manual.

#### **1.02 FORM for CHANGE ORDERS and CONSTRUCTION CHANGE DIRECTIVES**

- A.** The form shall be that shown as Section 01256, or a similarly formatted document utilizing the same text. Complete description of change in Work shall be included in the body of the form or in referenced attachment. Change in Contract Sum and Contract Time shall be expressed in the body of the form.

#### **1.03 SIGNATURES:**

- A.** Form shall be signed by authorized representatives of each of the entities required by Conditions of the Contract.
- B.** Proposed Change Orders will be prepared by Owner or Designer and normally signed by both before being issued to Contractor. Contractor shall sign acceptable proposed Change Orders, or refuse to sign if in disagreement, then shall retain one (1) counterpart and return other counterparts to Designer.

**END OF SECTION**

## **SECTION 01252 WEATHER DELAYS**

### **PART 1 - GENERAL**

#### **1.01 EXTENSIONS OF CONTRACT TIME**

- A. If the basis exists for an extension of time in accordance with paragraph 8.3 of the Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

#### **1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE**

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

#### **1.03 ADVERSE WEATHER and WEATHER DELAY DAYS**

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:
1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
  2. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
  3. Sustained wind in excess of twenty-five (25) m.p.h.
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
1. resulting from precipitation days that occur beyond the standard baseline;
  2. only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
  3. at a rate no greater than 1 make-up day for each day or consecutive days of precipitation beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.

- C.** A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.
- D.** Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as a Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

#### **1.04 DOCUMENTATION and SUBMITTALS**

- A.** Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- B.** Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.
- C.** Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D.** Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in paragraph 4.3 of the Conditions.
- E.** If an extension of the Contract Time is appropriate, such extension shall be made in accordance with the provisions of Article 7 of the Conditions, and the applicable General Requirements.

**END OF SECTION**

## SECTION 01253 RE-ROOFING WEATHER DELAYS

### PART 1 - GENERAL

#### 1.01 EXTENSIONS OF CONTRACT TIME

- A. If the basis exists for an extension of time in accordance with paragraph 8.3 of the Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

#### 1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline is defined as the normal number of calendar days for each month during which roofing removal and replacement activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of roofing removal and replacement for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	12	11	11	9	10	9	8	7	10	11

#### 1.03 ADVERSE WEATHER and WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents roofing removal and replacement activity exposed to weather conditions or access to the site:
1. Precipitation (rain, snow, or ice) in excess of one-hundredth inch (0.01") liquid measure.
  2. Temperatures that do not rise above material manufacturers recommended minimum installation temperature.
  3. Sustained wind in excess of fifteen (15) m.p.h.
- B. Adverse Weather may include, if appropriate, "dry-out" days:
1. resulting from precipitation days that occur beyond the standard baseline;
  2. only if there is a hindrance to site access and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
  3. at a rate no greater than 1 make-up day for each day or consecutive days of precipitation beyond the standard baseline that total 0.5 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.
- C. A Weather Delay Day may be counted if the official local Weather Bureau forecast is predicting a greater than thirty percent (30%) chance of the occurrence of adverse weather thereby causing the Contractor to determine that, in his professional opinion, it would be in the Owner's best interest not to perform any work that day that could result in possible damage to the interior of the structure or injury to its contents or occupants.

- D. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.
- E. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" days are not eligible to be counted as a Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

#### **1.04 DOCUMENTATION and SUBMITTALS**

- A. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verifiable source approved by Designer at beginning of project.
- C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in paragraph 4.3 of the Conditions.
- E. If an extension of the Contract Time is appropriate, such extension shall be made in accordance with the provisions of Article 7 of the Conditions, and the applicable General Requirements.

**END OF SECTION**

**SECTION 01256**  
**FORM FOR AMENDMENT, CHANGE ORDER, OR DIRECTIVE**

- ☐ **Amendment** \_\_\_\_\_
- ☐ **Change Order** > Number \_\_\_\_\_
- ☐ **Construction Change Directive** \_\_\_\_\_

**Project:**

Original Contract Date: \_\_\_\_\_

This Change initiated: \_\_\_\_\_

The following changes in the Contract are hereby directed:

The original Contract Sum \$

Net Change previously authorized \$

The Contract Sum prior to this Modification \$

This modification (*increases/does not change/decreases*) the Contract Sum \$

The new Contract sum, including this modification \$

This modification (*increases/does not change/decreases*) the Contract Time

The new Contract Time, including this modification

The last day of the Contract Time, including this modification

**Contractor**

signed \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_  
for \_\_\_\_\_

**Designer**

signed \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_  
for \_\_\_\_\_

**Owner**

signed \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_  
for \_\_\_\_\_

**Additional Owner signatures (as required):**

signed \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_  
for \_\_\_\_\_

signed \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_  
for \_\_\_\_\_

signed \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_  
for \_\_\_\_\_

**01256-1**

**SECTION 01258**  
**FORM FOR CONTRACTOR'S OR SUBCONTRACTOR'S COST ITEMIZATION**

Materials, Equipment, and Labor itemized below will be provided by:	
Job Name:	Date itemized:
Project Number:	Proposal Request Number:

[illegible]

**01258-1**

## SECTION 01271 UNIT PRICES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A.** SECTION INCLUDES administrative and procedural requirements applicable to unit prices either established in this Section or established in the Agreement based upon Owner's solicitation and Contractor's bid. Solicited unit prices are denoted in the "Definitions" Article below by having "(S)" as the Unit Price per Unit. Solicited unit prices are subject to determination at the time of a change in the Work if the bid unit price was not accepted and not listed in the Agreement. Unit prices may also be established and added to this Section by appropriate Modification.
- B.** RELATED SECTIONS are referenced in the definition of each unit price item.
- C.** ALLOWANCES: For each Unit Price item, an allowance is established in the Article "Definitions" as a Base Quantity included in the Work. If no Base Quantity is stipulated, or if the Base Quantity is zero, then the unit price is invalid.
- D.** UNIT PRICES include all direct and indirect costs, except overhead and profit, associated with the unit price item. If cumulative adjustments exceed, or are expected to exceed, a cumulative twenty-five percent (25%) of the Base Quantity (whether more than or less than), either party to the Contract may initiate renegotiation for a new unit price. Such a new unit price shall be made a part of the Contract by appropriate Modification, and will apply to adjustments that exceed a cumulative twenty-five percent (25%) of the Base Quantity and have not already been made.
- E.** INCREASES AND DECREASES in the Contract Sum by change order or construction change directive will be made based on the unit prices commensurate with either:
1. an interim increase or decrease in base quantities as agreed mutually or as deemed reasonably necessary by the Designer and consistent with actual quantities to date; or,
  2. a final increase or decrease in base quantities to equal actual quantities when no further work defined as a unit price item is anticipated.

**1.02 SUBMITTALS:** Contractor shall keep a daily log of actual quantities of specified work units encountered, consumed, or expended. When submitting an application for payment that includes payment for Unit Price items, Contractor shall provide Designer a copy or report of the log that is acceptable to Designer. Actual quantities and the Contractor's log are subject to verification by Designer.

**1.03 DEFINITIONS:** For each Unit Price item, definitions are as follows:

Item	Related Sections	Base Quantity	Unit Price per Unit	Unit	Work Included



**SECTION 01290**  
**APPLICATIONS & CERTIFICATES FOR PAYMENT**

**PART 1 - GENERAL**

**1.01 GENERAL REQUIREMENTS FOR ALL APPLICATIONS**

**A. FORM:**

1. Use AIA Document G702 Application and Certificate for Payment.
2. Use AIA Document G703 Continuation Sheet itemized with the line items and values of the Schedule of Values accepted by the Designer, and values and percentages for each line item.

- B. SUBMITTAL:** Submit the original and six copies of each application to the Designer, with required attachments and accompanying submittals, in accordance with other applicable articles of this Section.

**1.02 APPLICATION FOR PROGRESS PAYMENT**

**A. STORED MATERIALS**

1. Materials stored on-site but not yet incorporated into the Work may be claimed for payment.
2. Materials suitably stored off-site may be claimed for payment provided that the following is attached to each copy of application:
  - a. A statement identifying where materials are stored, and that materials are tagged to identify them for use in the project.
  - b. Copies of bills of sale for materials claimed.
  - c. A certificate of insurance covering materials claimed, recognizing Owner's right to make claims.

**B. ATTACHMENTS AND ACCOMPANYING SUBMITTALS**

1. Attach the following to each copy of each application:
  - a. Continuation sheets.
  - b. Consent of Surety if applicable for reduction in retainage.
  - c. Documents required for materials stored off-site.
2. Submit three copies of the following with application:
  - a. Visitor Log for the period covered by application.
  - b. Progress Schedule, updated and current, indicating progress through the period covered by application and scheduled progress through completion of Work.
  - c. Submittal Log for entire project through the period covered by application, if required.

**1.03 APPLICATION FOR PAYMENT AFTER SUBSTANTIAL COMPLETION**

- A.** After Designer has certified that the Work is Substantially Complete, Contractor shall submit application for payment, including appropriate reduction in retainage, with the following attachments:

1. Continuation sheets described in 1.01.A.2.
2. Consent of Surety to Reduction in Retainage, using AIA Document G707A or a similarly formed letter, with the original of the Consent attached to the original of the application, and a copy of the consent attached to each copy of the application.
3. Documents required for materials stored off-site, if applicable, in accordance with 1.02.A.

- B.** In order to reduce retainage below the amount corresponding to Substantial Completion, Contractor shall have completed the prerequisites to Final Payment specified in the Section on Contract Close-Out and below.

#### **1.04 APPLICATION FOR FINAL PAYMENT**

- A.** When Designer has certified that the Work and needed modifications to the Contract are complete, Contractor shall submit a final application for payment.
- B.** Submit with the following attachments:
  - 1.** Final Continuation sheets described in 1.01.A.2.
  - 2.** Contractor's Affidavit of Payment of Debts and Claims, using AIA Document G706.
  - 3.** Consent of Surety Company to Final Payment, using AIA Document G707 or a similarly formed letter, with the original of the Consent attached to the original of the application, and a copy of the consent attached to each copy of the application. If Contractor has listed exceptions in the G706 form, Surety's consent shall acknowledge such exceptions.
  - 4.** A certificate of insurance to the effect of that required by 9.10.2(2) of the Conditions of the Contract.
  - 5.** A written statement to the effect of that required by 9.10.2(3) of the Conditions of the Contract.
  - 6.** A final accounting of the Contract Sum which appropriately allocates the entire Contract Sum to the Divisions of the Specifications. This may follow the same format as the Schedule of Values.
  - 7.** Subcontractors and Material Suppliers List, exhibited as Section 01788.

#### **1.05 APPROVAL AND PAYMENT**

- A.** Designer, if in disagreement with the amounts claimed in an application, may either return application to Contractor for revision and resubmittal, or revise application by hand to indicate corrections Designer considers appropriate.
- B.** Designer, finding an application complete and correct, will certify the application and forward one copy to Contractor to indicate the action taken.

#### **END OF SECTION**

## **SECTION 01295 SCHEDULE OF VALUES**

### **PART 1 - GENERAL**

#### **1.01 FORM and APPROVAL**

- A.** The form for schedule of values shall be AIA Document G703 Continuation Sheet.
- B.** If objected to by Designer, revise and resubmit to Designer's satisfaction prior to submitting application for payment.

#### **1.02 ALLOCATION OF VALUES**

- A.** If the Work is divided into defined portions ("Phases"), intended to have distinct commencement, duration, or completion requirements, divide the allocation to correspond to the Phases, then within each Phase, subdivide the allocations as specified in the following paragraphs.
- B.** Provide a single line item to account for mobilization and general administration, and fulfilling General Requirements.
- C.** If sitework is included, other than minor sitework incidental to a building or major structure, include sitework in single heading. Subdivide site utilities, roads and parking, and appurtenances according to general type within this division of construction activity.
- D.** For each involved building or major structure, provide a separate group of line items corresponding to Divisions and Sections of the Specifications. Further subdivide as desired, but maintain a distinct and identifiable correspondence to this allocation.
- E.** Account for Unit Prices and Allowances with a line item for each, until incorporating each into the appropriate allocations for the final statement of accounting.
- F.** Account for Modifications with a line item for each, until incorporating each into the appropriate allocations for the final statement of accounting.

**END OF SECTION**

## **SECTION 01310 PROJECT MEETINGS**

### **PART 1 - GENERAL**

#### **1.01 SCHEDULING AND ATTENDANCE**

- A.** The Designer, in cooperation with the Owner and the Contractor, will schedule and administer a Pre-Construction Conference, periodic Progress Meetings, and other specially called or required meetings.
- B.** Representatives of the Owner and the Designer will attend.
- C.** Representatives of the Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

#### **1.02 PRE-CONSTRUCTION CONFERENCE**

- A.** A Pre-Construction Conference will be scheduled and conducted at the project site prior to the issuance of the Notice to Proceed.
- B.** The Pre-Construction Conference shall be attended by the Contractor's:
  - 1.** (Office) Job Manager
  - 2.** (Field) Job Superintendent
  - 3.** Major subcontractors' representatives
  - 4.** Major suppliers' representatives
  - 5.** Others, as desired.
- C.** The Pre-Construction Conference is intended to be an opportunity for the Contractor to review administrative, procedural, and temporary facilities requirements of the Contract Documents, and to ask questions concerning the Work.

#### **1.03 PROGRESS MEETINGS**

- A.** Progress Meetings will be scheduled and conducted at the project site prior to the Contractor's submittal of an application for payment, or when deemed advisable by the Designer.
- B.** Progress Meetings shall be attended by the Contractor's:
  - 1.** (Office) Job Manager
  - 2.** (Field) Job Superintendent
  - 3.** Subcontractors' representatives, as befits the agenda
  - 4.** Suppliers' representatives, as befits the agenda
  - 5.** Others, as appropriate.
- C.** Progress Meetings are intended to be a monthly opportunity for the Contractor to review and submit applications for payment, and attachments, and for a general review of the progress of the Work, aimed at identifying and mitigating impediments to timely completion.

**END OF SECTION**

## **SECTION 01316**

### **COMMISSIONING COORDINATION**

#### **PART 1 - GENERAL**

##### **1.01 COMMISSIONING**

This project will have selected building systems commissioned. The equipment and systems to be commissioned are specified in Section 01810. The commissioning process, which the Contractor is responsible to execute, is defined in Section 01810. A Commissioning Agent whose services will be provided by the Owner will direct the commissioning process.

##### **1.02 ADMINISTRATIVE/SUPERVISORY PERSONNEL**

- A. Commissioning Agent: the Owner will provide the services of a qualified Commissioning Agent. The responsibilities of the Commissioning Agent are defined in Section 01810. The Commissioning Agent directs and approves the commissioning work.
- B. Test and Balance (TAB) Contractor Qualifications: The Contractor shall provide the services of a qualified test and balance contractor, as specified in Section 15950, and will be subject to approval or rejection by Owner.
- C. Controls Contractor and Lead Technician Qualifications: The Controls Contractor and the Lead Technician, as specified in Section 15950, will be subject to approval or rejection by Owner.

#### **END OF SECTION**

## **SECTION 01321 PROGRESS SCHEDULES**

### **PART 1 - GENERAL**

#### **1.01 INITIAL PROGRESS SCHEDULE**

- A.** Submit within 20 days of award of the Contract, and not later than the date of submission of the first application for payment. Clearly identify the Project on the schedule.
- B.** Outline the orderly progress of the Work as planned from the date of commencement through Substantial Completion. Provide an identifiable relationship to the schedule of values. Identify projected monthly progress and points of 50% completion and Substantial Completion. Projected point of Substantial Completion shall correspond to the Contract Time as stipulated in the Agreement.
- C.** A bar chart or critical path method is acceptable, or other method which is approved by the Designer.

#### **1.02 SUBMITTALS SCHEDULE**

- A.** Submit with the initial Progress Schedule. Clearly identify the Project, and format in a manner similar to the initial progress schedule, utilizing the same method, or make a part of the initial Progress Schedule.
- B.** Identify submittals to be made. Show date for submission and date by which Designer should respond, allowing sufficient time for review.
- C.** Designer may require revision of schedule if times allotted for review are insufficient.

#### **1.03 UPDATED PROGRESS SCHEDULE**

- A.** Submit three (3) copies with each application for payment.
- B.** Clearly identify the Project. Format in a manner similar to the initial progress schedule, utilizing the same method.
- C.** Indicate:
  - 1.** Work as initially scheduled.
  - 2.** Actual progress through the period covered by the current application for payment.
  - 3.** Planned progress through Substantial Completion, including extensions of time made by change order or construction change directive.
- D.** If actual progress falls behind projections, show how the backlog is to be made up so that the Work will be completed on time.

### **END OF SECTION**

## **SECTION 01326 PROGRESS SCHEDULES**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A.** The Owner will provide and pay for the services of a Construction Scheduling Agent (CSA) to assist in developing and implementing the Contractor's project scheduling system.

#### **1.02 SCHEDULE DEVELOPMENT**

- A.** CSA personnel will meet with the Contractor and his Subcontractor personnel to define the activities and responsibilities which constitute all major aspects of the project and sub-divide and balance these activities to a level of activity man loading in terms of crew sizes. The overall project information shall be developed in a large group cooperative scheduling meeting to be held during the first three weeks of the Contract Time. The Contractor and subcontractors shall anticipate a period of three consecutive days of scheduling during this three week period.
- B.** A detailed relational data base will be developed from the above information, which will produce a Computerized Overall Project Schedule in bar graph form. A detailed materials list including submittal dates, approval dates, and delivery dates will also be a part of this Overall Project Schedule using the same computerized bar-graph graphics format.
- C.** At completion, all of the above activities and materials will be set on a calendar which represents the duration of the project. All of the activities and materials must be part of a graphic computer data base in order to allow parts of the schedule to be excerpted in hard copy or telephone modammed at any time. Also construction logic changes must be able to be inserted at any time and the effect of such changes on total project duration known immediately in terms of all activities affected with relation to the critical path of the project. Updates to logic, activities, and materials will be stated in the bi-weekly computerized Critical Activity Update Schedule which is sent out along with a formal report of the project following each Job Coordination Meeting attended by all active participants to the project. "Bi-weekly" means every other week.

#### **1.03 COMPUTERIZED GRAPHIC RELATIONAL DATA BASE DEVELOPMENT**

- A.** The CSA will develop a detailed computerized graphic data base using computer equipment, software, and software graphics templates which have the capabilities of graphically illustrating the exact relational intent of all contractors and subcontractors to the project. Data collected from the above participants to the project will be placed on a work-day type calendar. The project will be graphically built by computer on paper with work relationships being represented in a precedence related format which is then synchronized to the project calendar. The construction logic resulting from data collection from all job participants including critical materials will be placed on the project calendar make up called the Overall Project Schedule.
- B.** The above mentioned collection of data, meetings with the Contractor and the Contractor's prospective major subcontractors producing a computerized Overall Project Schedule and time-logic precedent graphically presented relational data base in hard copy form for the entire duration of the project, and distribution to all project participants shall occur within thirty calendar days of the large group cooperative scheduling meeting referred to in paragraph 1.02.A of this Section. Bi-weekly job Coordination Meetings which begin the update phase of the Overall Project Schedule showing project status (days ahead or days behind the Overall Project Schedule), a discussion of problems with appropriate solutions, and a revised and updated computerized Critical Activity Update Schedule shall start within forty-five calendar days of the Notice to Proceed for the Project.

#### **1.04 SCOPE OF SCHEDULE SYSTEM**

- A.** The project schedule system will include an overall, time-scaled project schedule of a computerized bar graph type, which demonstrates that the Contractor can meet overall project schedule requirements. The Overall Project Schedule shall consist of detailed activities and their restraining relationships as required to complete the project through site, structural, rough-in, and finish activities. The Contractor and each Subcontractor shall provide detail schedule information, including manpower requirements for each work element, to complete his part of this contract. The Overall Project Schedule must also include shop drawings submittal, approval, fabrication and delivery dates for material items deemed by the CSA to be significant to the scheduling process. The Overall Project Schedule will be the basis for interpreting time associated provisions of the Contract. The Schedule will include a reasonable amount of time between shop drawing submittal and approval to account for Designer's review and approval process.
- B.** A Relational Data Base will be represented in computerized bar-graph form in the final scheduling document referred to above as the Overall Project Schedule. This construction relational data base will have the capabilities to provide the Critical Path of the project. The C.P.M. can be set into a graphic curve depicting work intensities and critical periods of the project as a guide for the project. Progress on an as-built basis can be plotted against this original project curve to determine days ahead or days behind schedule.
- C.** The project schedule system will also include regularly established Job Coordination Meetings participated in by the Contractor, active or near-active subcontractors, the CSA, the Designer, and the Owner. Job Coordination Meetings shall be held on-site and bi-weekly or more often if conditions warrant, to establish the current status of completion and revise the schedule and overall data base as necessary. "Bi-weekly" means every other week.
- D.** As a part of each Job Progress Meeting, the Contractor and the CSA will maintain highly-detailed computerized Critical Activity Update Schedule in a graphic bar chart form. The origin will be the Overall Project Schedule. Initially this Critical Activity Update Schedule can be computer excerpted or extracted from the current logic of the Computerized Overall Project Schedule data base system. This excerpt then becomes the updatable portion of project control and even with construction logic and materials change shall fit within the original guidelines and major milestones set forth in the original Overall Project Schedule. If there is an occurrence where the Critical Activity Update Schedule appears not to fit inside the original set of windows spelled out in the Overall Project Schedule, then this is a signal to add more manpower, crews, or time to return the project to the as planned status.

#### **1.05 PROGRESS REPORTS**

- A.** After each job progress meeting, the CSA will prepare a report which includes a copy of the latest computerized Critical Activity Update including all logic changes resulting from the meeting and a graph of the Critical Path of the project including the as-planned profile of the project as compared to the as-built in-progress update. There will also be a written report produced from the comments of the active participants to the project which will point out problems and solutions and any construction logic or material deficiencies which might have occurred.

#### **1.06 SCHEDULING SYSTEM USED FOR A MANAGEMENT TOOL**

- A.** This is a special condition whereby the project at large gains a status of being considerably ahead of goals set forth in the Overall Project Schedule. At this time, good scheduling technique warrants a re-thinking of present logic and what influence the ahead of schedule condition may have leading ultimately to a re-scheduling of the project under the title of Revised Overall Project Schedule or Overall Project Completion Schedule. The same schedule development process mentioned above will be used in making the revised or completion schedules. The main difference between the revised or completion schedules and the original Overall Project Schedule is the manner in which project status is figured. Project status will still be stated in terms of the original Overall Project Schedule and days ahead or behind this schedule will be stated even though the revised or completion schedule may at times be showing a negative or minus progress.



- B.** The most recently updated Critical Activity Update Schedule, Graph Trend Analysis (days behind or days ahead of schedule) and written project report including construction logic changes and materials status, represents the latest update of the Project Overall Project Status. These associated trends derived from the computerized data base and represented in the above mentioned detailed report including the Graph Trend Analysis which depicts the status of the critical path of the project in terms of the original Overall Project Schedule (As-Planned) shall be the basis for interpreting the schedule provisions of the Contract, except that the latest updated schedule shall have been issued for five (5) calendar days before it becomes effective and serves as the new basis for contract interpretation.
- C.** If the updated schedule indicates that Substantial Completion will be achieved more than fifteen (15) days later than required by Contract, then within seven (7) days Contractor shall meet with CSA and develop a recovery schedule indicating an action plan for returning schedule to compliance with Contract. Recovery schedule shall include detailed description of labor requirements, planned overtime, and logic changes necessary to ensure completion in accordance with Contract requirements.

## **1.07 SCHEDULE RESPONSIBILITY AND APPROVAL**

- A.** Project Schedule development is the responsibility of the Contractor. The above schedule specification requirements are designed to assist the Project, the Contractor, and each subcontractor in the timely completion of the activities within each's responsibility.
- B.** The schedule system is to be used to assist the Contractor in keeping the Work on schedule and for assisting the Contractor to complete the Work within the specified time for Substantial Completion. The Contractor will be held solely responsible for the failure to substantially complete the Work within the specified time.
- C.** Approval of the schedule by the Owner or the Owner's agents does not warrant, either expressly or implicitly, the feasibility, logic, and/or durations of activities; these matters are and remain the responsibility of the Contractor. Approval of the schedule by the Owner or the Owner's agents is only for the purpose of establishing that the schedule complies with the Contract Documents.
- D.** Contractor shall:
  - 1.** accurately represent to Owner and CSA its planning schedule for execution of Work; and,
  - 2.** utilize the schedules made available by Contractor to Owner and CSA without material deviation.

**END OF SECTION**

## **SECTION 01336**

### **COMMISSIONING SUBMITTALS**

#### **PART 1 - GENERAL**

##### **1.01 SUBMITTAL REQUIREMENTS FOR COMMISSIONING**

**A. Normal Submittals:**

1. The Commissioning Agent will receive a copy of the normal submittals for equipment to be commissioned.
2. The Commissioning Agent will review and approve normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the Designer reviews.

**B. Data for Commissioning:**

1. The Contractor will receive a written request from the Commissioning Agent requesting specific information needed about each piece of commissioned equipment or system.
2. Typically this will include detailed manufacturer installation and start-up, operating, troubleshooting and maintenance procedures, full details of any Owner-contracted tests, fan and pump curves, full factory testing reports, if any, and full warranty information, including all responsibilities of the Owner to keep the warranty in force clearly identified. In addition, the installation and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the Commissioning Agent.
3. The Commissioning Agent may request further documentation necessary for the commissioning process.
4. This data request may be made prior to normal submittals.
5. Much of this information is contained in the regular O&M manual submittals normally submitted in the project. Typically, this information is required prior to the regular formal O&M manual submittals.

**C. Contractor's responsibility for deviations in submittals from requirements of the Contract Documents is not relieved by the Commissioning Agent's review.**

#### **END OF SECTION**

## **SECTION 01355 ABATEMENT SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A.** Make submittals required by the Contract Documents in a timely manner and at appropriate times to allow for sufficient review by Designer. Revise and resubmit as necessary to establish compliance with the specified requirements.

#### **1.02 WORK INCLUDED**

- A.** Submit complete bound sets of the submittals required in the Contract Documents. Submit separate sets entitled "Pre-Job Submittals" and "Post-Job Submittals".
- B.** Update submittals to Designer on a weekly basis to account for all new equipment and employees used on the Project.
- C.** Submit three (3) complete sets of "Pre-Job Submittals" to Designer for review, at the pre-construction meeting. The Work may not proceed until the complete pre-job submittal package has been reviewed and accepted by Designer.
- D.** Submit three (3) complete sets of "Post-Job Submittals" to Designer for review, following the final inspection of Work. Requests for final payment will not be approved until Post-Job Submittal package has been reviewed and accepted by Designer.
- E.** Identify individual submittals by name and include a table of contents in each submittal package.

#### **1.03 QUALITY ASSURANCE:**

- A.** Carefully review and coordinate the various aspects of each item being submitted.
- B.** Verify that each submittal conforms with specified requirements.
- C.** Certify, by affixing signature of Contractor's authorized representative to the corner of each submittal package, that this review, coordination, and verification has taken place.

#### **1.04 PRE-JOB SUBMITTALS**

- A.** Proposed preliminary progress schedule for Work. Revise and submit progress schedule on weekly basis.
- B.** Notice of impending commencement of asbestos removal work in writing to the Pollution Control Division of the local Department of Health & Environment, or comparable local governmental agency having jurisdiction, and to the:  
Tennessee Department of Environment and Conservation  
Divisions of Air Pollution Control  
9th Floor L&C Tower  
401 Church Street  
Nashville, Tennessee 37243-1534
- C.** Comply with the applicable notice period set forth in EPA 40CFR 51.146. Include one copy of notifications in submittal package along with Certified Mail Receipt of Notification to aforementioned agencies. If time from signing of Contract to scheduled start of work is less than applicable notice period, seek waiver of notice period. Without written approval from all of said agencies, do not shorten applicable notice period.

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- D.** All required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials. Submit notarized certification that landfill site to be used meets all Environmental Protection Agency regulatory standards.
- E.** Building permits required by local governmental jurisdiction for the construction or demolition work required during progress of Work.
- F.** Manufacturer's specifications for air cleaning, vacuum equipment, air handling equipment, special tools, and safety equipment to be utilized in Work.
- G.** Notarized certification that negative air filtration system to be utilized meets requirements of Contract Documents and applicable patents. Also, submit copies of manufacturer's specifications including rated flow capacity.
- H.** Notarized certification naming manufacturer of supplied-air (Type C) respirator equipment. Include certification of compliance with Occupational Safety and Health Administration, Environmental Protection Agency, and all other pertinent regulatory agencies. Include rated capacity of each type of equipment used.
- I.** Manufacturer's certification or independent test reports confirming that materials to be utilized in Work meet or exceed all performance criteria required by Specifications. Include certifications that replacement materials are one hundred percent (100%) asbestos-free. Include manufacturer's safety data sheets (MSDS) for all aerosol adhesives.
- J.** Written description, sketch, or combination thereof, of plans for construction of a worker and barrel/equipment decontamination enclosure system and for isolation of work areas in compliance with Contract Documents.
- K.** Descriptions of special equipment, techniques, etc., to be used in Work.
- L.** Asbestos abatement work procedures or practices to be utilized in Work.
- M.** Notarized listing of asbestos abatement supervisory personnel (including foremen) and their experience, qualifications and training.
- N.** Notarized listing of workers to be utilized in Work.
- O.** Individually signed and notarized "Respirator Training Certificate" form (SF-2) for each and every asbestos abatement worker to be utilized in the Work documenting that each is actively involved in a company employee respirator protection program and has had appropriate training in respiratory protection.
- P.** Notarized certification that each and every asbestos abatement worker to be utilized in Work is actively involved in an employee medical surveillance program. Include copies of each employee's medical examination records.
- Q.** Individually signed and notarized "Certificate of Worker's Release" forms (SF-3) for each and every asbestos abatement worker to be utilized in the Work documenting that each acknowledges and understands their employment in connection with removal and disposal of asbestos-containing materials, the inherent risks of such work, and agreement to assuming these risks.
- R.** Specimen copy of asbestos abatement worker Sign In/Out Log form to be used.
- S.** Written description, and sketch, of security plan to be utilized.
- T.** Identification of disposal site proposed for use in disposing of asbestos-containing debris generated in Work. Include owner/operator, address and telephone number.

## **1.05 POST-JOB SUBMITTALS**

- A.** Certificate of Completion.
- B.** Copy of supplied-air (Type C) respirator equipment test results, obtained during course of Work signed by an independent testing laboratory competent in this field, that air supplied by this equipment is Grade D or better.
- C.** Alphabetical listing of each employee used in Work and exact dates on which present in asbestos abatement work areas.
- D.** Notarized copy of employee air monitoring results relative to Occupational Health and Safety Administration respiratory protection level compliance.
- E.** Medical exams, worker release forms, asbestos training certification forms, and respirator training documentation of all new employees performing asbestos abatement on the Project.
- F.** Notarized copy of Sign In/Out Log showing the following: date, name, social security number, entering and leaving time, company or agency represented and reason for entry for all persons entering work areas.
- G.** List of extra materials stock.
- H.** Notarized asbestos waste log showing date, type of container removed from work area, signature of recorder, and time of day.
- I.** Map of landfill locating exact dump areas within landfill wherein asbestos materials were disposed.

## **PART 2 - PRODUCTS: not used.**

## **PART 3 - EXECUTION**

### **3.01 IDENTIFICATION OF SUBMITTALS**

- A.** Number consecutively and clearly identify submittals. Show identification on at least the first page of each submittal, and elsewhere as necessary for positive identification of submittal.
- B.** Accompany each submittal package with letter of transmittal showing information required for identification and checking.

### **3.02 TIMING OF SUBMITTALS**

- A.** Make submittals far enough in advance of scheduled dates of commencement, execution, or installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B.** Accept responsibility for delays resulting from incomplete submittal packages.

### **3.03 DESIGNER'S REVIEW**

- A.** Partial submittals may be rejected for non-compliance with Contract Documents.
- B.** Review by Designer does not relieve Contractor from responsibility for errors which may exist in submitted data.
- C.** Make revisions when required by Designer and resubmit for review.

### **3.04 PAYMENT FOR REVIEW**

- A.** Initial Services: Owner will pay for initial review and first subsequent review, if required.
- B.** Subsequent Reviews: Costs of Designer's additional services associated with reviews required beyond first subsequent review will be responsibility of Contractor, and Owner may deduct corresponding amounts from Contract Sum by appropriate Modification.

**END OF SECTION**

## **SECTION 01356**

### **DETENTION PROJECT PROCEDURES**

#### **PART 1 - GENERAL**

- 1.01 SECTION INCLUDES: General restrictions on access to and use of site and surroundings, and security procedures for tools, materials, and individuals within the work force.
- 1.02 SUPERVISION
- A. Provide on-site supervision of construction personnel at all times.
  - B. Warden may provide Contractor's Superintendent a radio for communication. Superintendent shall turn in radio to Warden's Designee when leaving premises.
  - C. Concerns or complaints shall be addressed to the Warden's Designee by the Contractor's Superintendent.
- 1.03 ACCESS TO SITE
- A. Access is normally restricted to the period from 7:00 am to 7:00 pm every day. Warden may vary these hours at his discretion. Contractor shall provide Warden 48 hours notice before working on Saturdays, Sundays, or holidays.
  - B. Contractor shall access site through a single point designated by Warden. Random access to and from site will not be permitted. Fixed times for arrival and departure of most construction forces as a group shall be established by mutual agreement between Contractor and Warden. Changes and additions to normal working schedules shall be communicated to Warden's office 48 hours in advance through the Warden's Designee.
  - C. Owner will endeavor to notify Contractor as soon as possible if a situation exists which may preclude timely access to site.
- 1.04 USE OF SITE
- A. Use of site shall be confined to the specific area of work. There shall be no access to other areas of the facility except as specifically approved by Warden.
  - B. Vehicles:
    - 1. Work trucks will be permitted on-site as needed if they are capable of being fully locked, including tool compartments.
    - 2. Job trailers may be located within the fenced area of the facility if they are enclosed by a separate fence and are capable of being fully locked; however, if the site is within a secure perimeter of an operational facility, on-site storage is discouraged.
    - 3. Personal vehicles shall be parked outside the secure perimeter of the facility.
    - 4. Vehicles entering the site will be required to await an escort and remain in the company of the escort.

## 1.05 TOOLS AND MATERIALS

- A. Contractor shall endeavor to introduce only necessary tools into the facility, and in the least possible number. Each tool box entering the facility shall have a pre-written inventory for its contents. Inventories will be checked by Warden's Designee at the egress point
- B. Hand tools shall be kept in Contractor's possession at all times when not properly stored. Tools shall be removed or placed in a locked tool box, shed, trailer, or similar tool storage area outside the secure perimeter at the end of each work day. Ramset tools may be stored on site; however, "shots" shall be removed daily and all spent shot accounted for.
- C. Storage of hand tools at site will not be permitted unless such tools are securely stored in a manner acceptable to the Warden. Warden will designate an area for tool storage. Contractor shall provide a tool storage container and lock, provide a key to the Warden until removal of container, and provide Warden a list of tools.
- D. Do not give or loan tools or supplies to an inmate. Do not accept anything from an inmate. Do not permit inmates access to Construction Documents and related papers. Report thefts immediately.
- E. Immediately report lost Class "A" tools to Warden's Designee. The following partial list is of Class "A" tools, which are considered to be hazardous and likely to be used in an escape or in the manufacture of weapons; Class "B" tools are all other tools:

axe	load binder
bits of any kind	lock pick
blades of any kind	mask
channel locks	masonry hawk
cheater pipe	mechanical puller
cheater bars	melting ladle
chisels of any kind	pipe pusher
come-along	pipe wrench
conduit bender	pliers
crowbar	putty knife
cutters of any kind	rope
cutting tips	sander or sandpaper
drill	saw
file	scaffold
floor jack	shears
grinder	snips
hacksaw	soldering gun
hammer	stud gun
hex-t-set key	stud gun loads
hoist and chain	torch head
hydraulic jack	vice grips
impact gun	welding tips
knives of any kind	whet stone
ladder	wrecking bar
lathe	wrench

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1.06 SEARCH AND SEIZURE

- A. Individuals, vehicles, and facilities are subject to search at discretion of Warden. Search of individuals may include strip search at discretion of Warden.
- B. Warden may seize items that may pose a danger to the safety and security of facility, personnel, or inmates.

1.07 PERSONNEL RULES:

- A. Security Procedures Orientation:
  - 1. Each individual who enters the site on behalf of the Contractor, including but not limited to subcontractors and material suppliers, shall have received a Security Procedures Orientation for the project. Orientation will be provided by the Warden or Warden's Designee. Prior orientation in the course of another project cannot substitute for orientation for this project.
  - 2. Contractor shall coordinate scheduling individuals for orientation. Warden will determine form of orientation.
- B. Identification of Personnel
  - 1. Identify for the Warden, promptly upon their employ, persons who have been previously convicted of a felony, who have previously been incarcerated in the facility, or who have a family member currently incarcerated at the facility. Warden may require such persons to be excluded from working on the premises.
  - 2. An identification card (or pass) will be provided to each construction worker who enters the secure confines of the facility. Workers will be required to show a valid driver's license, social security card, birth certificate, or verification from supervisor in order for card to be issued. Identification cards must be worn in plain sight at all times. If lost or stolen, report to the Warden's Designee for issuance of a new card. Identification cards shall be returned to the Warden's Designee upon completion of work or termination of employment.
  - 3. Construction workers may be required to wear appropriate identification inside correctional facilities, which may consist of:
    - a. headwear of a specific color.
    - b. shirt and/or vest of a specific color.
    - c. other appropriate apparel designated by Warden.
  - 4. Construction workers may be required to receive an ultraviolet ink stamp to facilitate processing egress.
- C. Association with inmates:
  - 1. Association with inmates is not permitted.
  - 2. Trafficking or trading in goods with inmates is not permitted.
- D. Do not bring items which are not required for performance of work; neither in personal vehicles nor on one's person. Remove unnecessary items from vehicles so that searches may proceed quickly.

E. Alcoholic Beverages, Weapons, and Drugs:

1. Alcoholic beverages, weapons, and non-prescription drugs are not allowed on site. Persons caught introducing illegal or banned items onto the grounds of a State penal institution are prosecuted.
2. Individuals using prescription medications shall fill out a form, suitable to Warden, identifying themselves and their medications, and receive approval of Warden before bringing prescription medications on site. Warden may require verification of prescription. Warden may refuse to permit prescriptions medications on site. Only enough medication for one day may be brought on site. Contractor's Superintendent shall keep a copy of the form on file.

F. Meals:

1. Workers should bring their lunch or leave the facility to obtain meals. Food service to construction workers will not be provided.
2. If vending machines are available, they will be identified in orientation.

G. Visitors: On site visitors of construction workers are prohibited. Persons not working on the Project are required to first seek approval of Warden before visiting site.

1.08 EMERGENCIES:

A. If Warden declares a state of emergency, Contractor may be:

1. required to leave premises.
2. confined to a specific area for duration of emergency.

**END OF SECTION**

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## **SECTION 01357**

### **MENTAL HEALTH & DISABILITIES PROJECT PROCEDURES**

#### **PART 1 - GENERAL**

- 1.01 SECTION INCLUDES: General restrictions on access to and use of site and surroundings, and security procedures for tools, materials, and individuals within the work force.
- 1.02 SUPERVISION
- A. Provide on-site supervision of construction personnel at all times.
  - B. Facility Manager (FM) may provide Contractor's Superintendent a radio for communication. Superintendent shall turn in radio to Facility Manager (FM)'s Designee when leaving premises.
  - C. Concerns or complaints shall be addressed to the Facility Manager (FM)'s Designee by the Contractor's Superintendent.
- 1.03 ACCESS TO SITE
- A. Access is normally restricted to the period from 7:00 am to 7:00 pm every day. Facility Manager (FM) may vary these hours at his discretion. Contractor shall provide Facility Manager (FM) 48 hours notice before working on Saturdays, Sundays, or holidays.
  - B. Contractor's access to site may be limited through a single point designated by Facility Manager (FM). Access to non-designated areas of work will not be permitted. Fixed times for arrival and departure of most construction forces as a group shall be established by mutual agreement between Contractor and Facility Manager (FM). Changes and additions to normal working schedules shall be communicated to Facility Manager (FM)'s office 48 hours in advance through the Facility Manager (FM)'s Designee.
  - C. Facility Manager (FM) will endeavor to notify Contractor as soon as possible if a situation exists which may preclude timely access to site.
- 1.04 USE OF SITE
- A. Use of site shall be confined to the specific area of work. There shall be no access to other areas of the facility except as specifically approved by Facility Manager (FM).
  - B. Vehicles:
    - 1. Work trucks will be permitted on-site as needed if they are capable of being fully locked, including tool compartments.

## 1.05 TOOLS AND MATERIALS

- A. Contractor shall endeavor to introduce only necessary tools into the facility, and in the least possible number. At no time shall contractor leave tools or materials unattended.
- B. Hand tools shall be kept in Contractor's possession at all times when not properly stored. Tools shall be removed or placed in a locked tool box, shed, trailer, or similar tool storage area. Ramset tools may be stored on site; however, "shots" shall be removed daily and all spent shot accounted for.
- C. Storage of hand tools at site will not be permitted unless such tools are securely stored in a manner acceptable to the Facility Manager (FM). Facility Manager (FM) will designate an area for tool storage. Contractor shall provide a tool storage container and lock, provide a key to the Facility Manager (FM) until removal of container, and provide Facility Manager (FM) a list of tools.
- D. Do not give or loan tools or supplies to a patient or residence. Do not accept anything from a patient or residence. Do not permit a patient or a resident access to Construction Documents and related papers. Report thefts immediately. Do not offer advice; give money, candy cigarettes, etc., to patients or residents.
- E. Immediately report lost Class "A" tools to Facility Manager (FM)'s Designee. The following partial list is of Class "A" tools, which are considered to be hazardous and likely to be used in an escape or in abuse of self or others. Class "B" tools are all other tools:

axe	load binder
bits of any kind	lock pick
blades of any kind	mask
channel locks	masonry hawk
cheater pipe	mechanical puller
cheater bars	melting ladle
chisels of any kind	pipe pusher
come-along	pipe wrench
conduit bender	pliers
crowbar	putty knife
cutters of any kind	rope
cutting tips	sander or sandpaper
drill	saw
file	scaffold
floor jack	shears
grinder	snips
hacksaw	soldering gun
hammer	stud gun
hex-t-set key	stud gun loads
hoist and chain	torch head
hydraulic jack	vice grips
impact gun	welding tips
knives of any kind	whet stone
ladder	wrecking bar
lathe	wrench

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- F. The Contractor shall be responsible for the transportation, care, protection and storage on the site of his materials to the end that all materials shall be in perfect condition at the time of incorporation into the work. All storage and operations on the site shall be confined to areas that are coordinated with, and authorized by the Owner.

#### 1.06 SEARCH AND SEIZURE

- A. Facility Manager (FM) may seize items that may pose a danger to the safety and security of facility, personnel, patients, or residents.

#### 1.07 PERSONNEL RULES:

- A. The Contractor or Contractor's employees shall immediately contact staff personnel or security concerning any problems with patients or residents.
- B. Identification of Personnel
  - 1. An identification card (or pass) will be provided to each construction worker who enters the secure confines of the facility. Workers will be required to show a valid driver's license, social security card, birth certificate, or verification from supervisor in order for card to be issued. Identification cards must be worn in plain sight at all times. If lost or stolen, report to the Facility Manager (FM)'s Designee for issuance of a new card. Identification cards shall be returned to the Facility Manager (FM)'s Designee upon completion of work or termination of employment.
  - 2. Construction workers may be required to wear appropriate identification inside correctional facilities, which may consist of:
    - a. headwear of a specific color
    - b. shirt and/or vest of a specific color
    - c. other appropriate apparel designated by Facility Manager (FM)
- C. Association with inmates:
  - 1. Association with patients and residents is not permitted.
  - 2. Trafficking or trading in goods with patients and residents is not permitted.
- D. Do not bring items which are not required for performance of work; neither in personal vehicles nor on one's person. Remove unnecessary items from vehicles so that searches may proceed quickly.
- E. Alcoholic Beverages, Weapons, and Drugs:
  - 1. Alcoholic beverages, weapons, and non-prescription drugs are not allowed on site. Persons caught introducing illegal or banned items onto the grounds of a State Mental Health or Mental Retardation institution are prosecuted.
  - 2. Individuals using prescription medications shall fill out a form, suitable to Facility Manager (FM), identifying themselves and their medications, and receive approval of Facility Manager (FM) before bringing prescription medications on site. Facility Manager (FM) may require verification of prescription. Facility Manager (FM) may refuse to permit prescriptions medications on site. Only enough medication for one day may be brought on site. Contractor's Superintendent shall keep a copy of the form on file.

F. Meals:

1. Workers should bring their lunch or leave the facility to obtain meals. Food service to construction workers will not be provided.
2. If vending machines are available, they will be identified in orientation.

G. Visitors: On site visitors of construction workers are prohibited. Persons not working on the Project are required to first seek approval of Facility Manager (FM) before visiting site.

H. The Contractor, Contractor's employees, subcontractors and subcontractor's employees upon directly or indirectly identifying a patient or resident shall be kept confidential and shall not be disclosed.

1.08 EMERGENCIES:

A. If Facility Manager (FM) declares a state of emergency, Contractor may be:

1. required to leave premises
2. confined to a specific area for duration of emergency

**END OF SECTION**

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## **SECTION 01391 ADMINISTRATIVE LOGS**

### **PART 1 - GENERAL**

#### **1.01 SUBMITTALS LOG**

- A.** If any shop drawings, product data, or sample submittals are required by the Contract Documents, maintain a submittals log to record the status of submittals made to the Designer.
- 1.** Submit three (3) copies with each application for payment.
  - 2.** Clearly identify the Project.
  - 3.** Record activities with respect to shop drawings, product data, samples, and such other submittals which are required by the Contract Documents.
  - 4.** Indicate for each submittal made to date:
    - a.** Title or name, and type of submittal.
    - b.** Date submitted to the Designer.
    - c.** Date returned by the Designer.
    - d.** General nature of the Designer's response.

#### **1.02 VISITOR LOG**

- A.** Maintain visitor log in the field office (or with the Project Superintendent when no field office is required) to record visits by all persons not a part of the Contractor's forces, materials suppliers, or subcontractors' forces.
- 1.** Submit three (3) copies with each application for payment.
  - 2.** Clearly identify the Project.
  - 3.** Indicate:
    - a.** Visitor name and affiliation.
    - b.** Date of visit.
    - c.** Time of arrival and departure.

**END OF SECTION**

## **SECTION 01395 ADMINISTRATIVE LOGS**

### **PART 1 - GENERAL**

#### **1.01 SUBMITTALS LOG**

- A.** If shop drawings, product data, or sample submittals are required by the Contract Documents, maintain a submittals log to record the status of submittals made to the Designer.
- 1.** Clearly identify the Project.
  - 2.** Record activities with respect to shop drawings, product data, samples, and such other submittals as desired.
  - 3.** Indicate for each submittal made to date:
    - a.** Title or name, and type of submittal.
    - b.** Date submitted to the Designer.
    - c.** Date returned by the Designer.
    - d.** General nature of the Designer's response.
- B.** Submit three (3) copies with each application for payment.

#### **1.02 VISITOR (SIGN-IN / SIGN-OUT) LOG**

- A.** Maintain Sign In/Out Log in the field office (or with the Project Superintendent when no field office is required) to record entry and exit of persons entering the work areas. Allow no one to enter or exit work areas without making record in log.
- 1.** Clearly identify the Project.
  - 2.** Indicate:
    - a.** Visitor name and social security number.
    - b.** Date of visit.
    - c.** Time of arrival and departure.
    - d.** company or agency represented and reason for presence.
- B.** Submit three (3) copies with each application for payment.

#### **1.03 ASBESTOS WASTE LOG**

- A.** Maintain Notarized asbestos waste log showing date, type of container removed from work area, signature of recorder, and time of day.

### **END OF SECTION**



## SECTION 01411 REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 CODES AND REGULATIONS

- A.** The Regulatory Requirements used for State Building Commission projects are listed below as a convenience and may not be inclusive of all that apply. Others may also apply. Comply with all pertinent codes, standards, regulations, and laws.

	DOCUMENT	SOURCE	PHONE
<b>1.</b>	1999 Standard Building Code. 1997 Standard Plumbing Code. 1999 Standard Gas Code. 1997 Standard Mechanical Code.	Southern Building Code Congress International, Inc. 900 Montclair Road Birmingham, AL 35213	(205) 591-1853
<b>2.</b>	2000 NFPA 101 - Life Safety Code.	National Fire Protection Association Customer Service and Sales 11 Tracy Drive Avon, MA 02322	(800) 344-3555
<b>3.</b>	1999 NFPA 70- National Electrical Code		
<b>4.</b>	1996 American National Safety Code (elevators, etc.) ANSI A17-1.	American National Standards Institute 345 East 47th Street New York, NY 10017	(800) 843-2763
<b>5.</b>	1996 Tennessee Elevator Code And its Supplements	TN Dept. of Labor Div. of Boiler & Elevator Inspection 3rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243	(615) 741-2123
<b>6.</b>	1997 Edition of Boiler and Unfired Pressure Vessel Inspection Law, Rules, and Regulations.		
<b>7.</b>	1995 CABO Model Energy Code	Int'l Conference of Building Officials 1704 E. 123rd Terrace Olathe, Kansas 66061-5874	(800) 284-4406
<b>8.</b>	ASHRAE Std 90.1-1999 Energy Standards for Buildings except Low-Rise Residential Buildings	ASHRAE 1791 Tullie Circle NE Atlanta, GA 30329	(800) 527-4723
	ASHRAE Std 90.2-1993 Energy-Efficient Design of New Low-Rise Residential Buildings		
<b>9.</b>	ASHRAE Std 62-1999 Ventilation for Acceptable Indoor Air		
<b>10.</b>	Rules of TN Dept. of Commerce & Insurance Ch 0780-2-1, Electrical Installations Ch 0780-2-2, Codes and Standards Ch 0780-2-3, Plans and Specs Review Ch 0780-2-18, Equitable Restrooms	TN Dept. of Commerce and Insurance Div. of Fire Prevention & Plans Review 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, TN 37243-1162	(615) 741-7190
<b>11.</b>	ANSI/ICC A117.1 - 1998 "Accessible and Usable Buildings and Facilities"; <b>or</b> , North Carolina State Building Code Volume 1-C, 1991 w/ 1996 revisions "Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped."	<i>NC code also available from</i> NC Dept. of Insurance P.O. Box 26387 Raleigh, NC 27611	(919) 733-3901
<b>12.</b>	Uniform Federal Accessibility Standards (UFAS), Fed-Std-795, April 1, 1988.	ATBCB ATTN: OCE Suite 1000 @ 1331 F Street NW Washington, DC 20004	(202) 272-5434 (800) 872-2253

**END OF SECTION**

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## **SECTION 01451 TESTING LABORATORY SERVICES**

### **PART 1 - GENERAL**

#### **1.01 CONTRACTOR'S RESPONSIBILITIES**

- A.** Employ and pay for the services of an independent testing laboratory, approved by the Designer, to perform specified services and testing. Employment of laboratory does not relieve Contractor's obligations to perform the Work of the Contract.
- B.** Coordinate and pay for inspections and testing required by law, ordinance, rules, regulations, orders, or approvals of public authorities as required by the Contract Documents.
  - 1.** Furnish copies of Products Test reports as required.
  - 2.** Furnish incidental labor and facilities to facilitate inspections and tests and for storage and curing of test samples.
  - 3.** Notify the lab sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 4.** Make arrangements with lab and pay for additional samples and tests required for Contractor's convenience.

#### **1.02 TESTING LABORATORY**

- A.** Qualifications:
  - 1.** Meet "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories, and Basic requirements of ASTM E 329 "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction".
  - 2.** Be authorized to operate in the State of Tennessee.
  - 3.** Submit copies to the Designer of the report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection with the memorandum of remedies of any deficiencies reported by the inspection.
- B.** Duties and limitations of authority:
  - 1.** Perform specified inspections, sampling, and testing of materials and methods of construction and promptly submit five copies of the written report of each test and inspection to the Designer.
  - 2.** Laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, approve or accept portions of the Work, or perform duties of the Contractor.

**END OF SECTION**

**SECTION 01452**  
**TESTING LABORATORY SERVICES**  
**for Asbestos Abatement**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A.** Owner will provide a qualified Testing Laboratory to perform routine and special testing of Work performed under Contract Documents to determine general compliance.
- B.** Testing Laboratory representative will perform routine and special testing necessary to determine general compliance with Contract Documents, and observe and document on a daily basis the execution and progress of the Work. Such observation and documentation shall be for the sole benefit of Owner and shall not be construed in any way as to include responsibility for Contractor's means, methods, techniques, sequences or procedures involved with execution of Work, nor shall such observation and documentation by Testing Laboratory be construed to include responsibility for any safety programs or procedures either utilized or not utilized by Contractor during Work.
- C.** Provision of Testing Laboratory by Owner to perform testing for Owner shall not relieve Contractor from providing its own air testing for compliance with specifications.

**1.02 WORK INCLUDED**

- A.** Cooperate with Owner's Testing Laboratory in all aspects of testing to expedite testing and results.
- B.** Provide Testing Laboratory representative access to Work at all times and in all locations requested as necessary to perform testing.
- C.** Pay for retesting subsequent to noncompliance of preliminary or final air tests as required in Contract Documents.

**1.03 WORK NOT INCLUDED**

- A.** Selection of Testing Laboratory
- B.** Payment for initial testing.

**1.04 QUALITY ASSURANCE**

- A.** Environmental air testing shall be performed in general accordance with procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) 7400 Method and also will follow guidelines issued by Environmental Protection agency regarding detection limits.
- B.** Final air testing will be performed in general accordance with EPA "Silver Book" - Measuring Airborne Asbestos Following an Abatement Action (EPA 600/4-85-049, November, 1985).

## **1.05 PAYMENT FOR TESTING**

- A.** Initial Services: Owner will pay for up to the specified maximum number of shifts of Environmental Air Testing, including initial Preliminary and Final Air Clearance testing required by Contract Documents.
- B.** Retesting: When preliminary or final air clearance tests indicate noncompliance with Contract Documents, subsequent retesting will be performed by same Testing Laboratory, and associated costs will be responsibility of Contractor and may be deducted by Owner from Contract Sum by appropriate Modification.
- C.** Additional Testing: When additional testing is required due to either: more than the allocated number of shifts required to complete project, breach in containment, or Contractor non-compliance with Contract Documents, subsequent and additional testing shall be performed by Testing Laboratory and associated costs will be responsibility of Contractor and may be deducted by Owner from Contract Sum by appropriate Modification.

## **1.06 SCHEDULING**

- A.** Testing Laboratory will perform tests in areas and at times during the Work as deemed necessary by the Testing Laboratory and as specified in the Contract Documents.
- B.** Notify Testing Laboratory of need for preliminary and final air testing at least 24 hours prior to desired time of testing.
- C.** Coordinate other scheduling with Testing Laboratory as necessary.

## **1.07 RESULTS**

- A.** Testing Laboratory will perform all testing analysis promptly and issue results expeditiously in order to minimize any possible delay in the progress of the Work.
- B.** Test results shall be available to Owner, Designer, and Contractor as follows:
  - 1.** Air clearance results: 24 hours following tests.
  - 2.** Results of other tests deemed necessary by Designer; as quickly as possible but not earlier than 24 hours following completion of tests.
- C.** Air tests will be made both inside and outside of work areas. Contractor is cautioned, however, that should interpretations be made, opinions be formed and conclusions be drawn as a result of examining the test results, these interpretations, opinions and conclusions will be those made, formed and drawn solely by Contractor. Contractor is responsible for performing air tests required for its evaluation of the safety of its employees.

## **END OF SECTION**

**SECTION 01525  
OWNER'S FIELD OFFICES**

**PART 1 - GENERAL:**

- 1.01** The types of temporary support facilities required include, but not by way of limitations:
- Field Offices
  - First aid facilities
  - Storage sheds
  - Telephones & fax machine
  - Sanitary facilities
  - Thermometer
  - Drinking water
  - Project identifications
  - Cleanup facilities
  - Signs
  - Rodent/pest control
  - Waste disposal
- 1.02** Provide all general services as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Designer's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Designer; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.

**PART 2 - PRODUCTS:**

**2.01 TEMPORARY SUPPORT FACILITIES**

- A. Contractor's field office: Provide adequate space for field office personnel plus one space work station for incidental use by subcontractors and the Designer's representative. The space shall be suitably finished, furnished, equipped, and conditioned. Provide space for meetings (with table and chairs) and an adequate space for storage of approved samples.
- B. Sanitary facilities: Provide type acceptable to governing authorities and adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
- C. Owner field office: Provide separate private office with all utilities, equipped and furnished as stated below for use by the Owner's on-site representative.
  - 1. Office Size: 160 SF minimum, with minimum dimension of 8'0".
  - 2. Windows: Minimum total area of 10% of floor area, with operable sash and insect screens.
  - 3. Electricity: Minimum of four 110-volt duplex convenience outlets, one on each wall.
  - 4. Furnishings
    - a. One desk 54" x 30" with three drawers.
    - b. One plans table 36" x 72", with one equipment drawer and chair.
    - c. One metal 2-drawer storage cabinet.
    - d. Wood plan rack and sticks of sufficient number to hold contract drawings, shop drawings, and record drawings.
    - e. One standard 4-drawer legal size metal file cabinet with lock and 2 keys.
    - f. Twelve linear feet of bookcase.

- g. Three chairs.
  - h. One tack board 36" x 30".
  - i. One wastebasket per desk and table.
  - j. One marker board, 36" x 48".
- 5. Provide telephone service on separate line from the Contractor. Provide necessary wiring, jacks and handset equipment.
  - 6. Provide a separate dedicated telephone line (1 line) and service for data transmission (fax and computer). Include all necessary wiring, jacks, etc.
  - 7. Maintain approach walks free of mud, water and/or snow.
  - 8. Provide janitorial services for offices and periodic cleaning and maintenance for office and storage area.

**PART 3 - EXECUTION:** not used

**END OF SECTION**

## **SECTION 01625 PRODUCT OPTIONS AND SUBSTITUTIONS**

### **PART 1 - GENERAL**

#### **1.01 Environmental Hazardous Products, Materials, or Wastes**

- A.** Do not incorporate in the Work hazardous materials or products as currently defined in the Resource Conservation and Recovery Act of 1976 (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), or Environmental Protection Agency (EPA) regulations, rules, or requirements, as amended, unless the Contract Documents give no other option than to provide a material or product which contains a hazardous material, component, constituent, waste, or leachate. In studying the Contract Documents and carrying out the Work, report at once to the Designer the discovery of a product or material which contains hazardous materials, components, constituents, waste, or leachate.
- B.** Do not incorporate in the Work a product or material which contains concentrations of a constituent, component, or material above the threshold levels which would require adherence to hazardous waste disposal regulations as currently defined, or could cause a release or threat of release of a hazardous substance at a level that would require a remedial response or removal action as currently defined by RCRA, CERCLA, or the EPA.
- C.** Select materials and products meeting specified requirements which comply with EPA requirements as regards hazardous materials content. In making requests for substitutions, determine that materials and products proposed for substitution comply with RCRA, CERCLA, and EPA requirements.
- D.** Make lists of extra stock materials provided by Contractor to Owner's personnel.

#### **1.02 Substitutions:**

- A.** The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless an item is indicated as ineligible for substitutions, Contractor may submit proposals for substitutions. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted during the life of the contract.
- B.** Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors which were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.
- C.** When making requests for substitutions, Contractor assumes the following responsibilities:
  - 1.** To have personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;
  - 2.** To provide the same warranty for substitute that Contractor would for that specified;
  - 3.** To provide complete cost data, and waive all claims for additional costs related to substitution which subsequently become apparent; and
  - 4.** To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects.

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- D.** Requests for substitutions shall be submitted to Designer on the form exhibited as Section 01632, or in a similar format which provides the same or more information.
- E.** Substitute products shall not be installed without written approval or acceptance from Designer. Substitute Products should not be ordered without written approval or acceptance from Designer. Contractor assumes all risks associated with premature ordering and installation of substitute products.

**PART 2 - PRODUCTS:** not used

**PART 3 - EXECUTION**

**3.01** Equipment Start-up / Commissioning

- A.** Conduct demonstration and instruction as soon as practicable upon installations, and prior to Substantial Completion inspection. Substantial Completion shall not be certified, nor shall Owner be required to assume responsibility for operating, maintaining, or insuring system, prior to complete demonstration and instruction.
- B.** Demonstrate operation of newly provided equipment and systems to Designer and to Owner's representative. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operating and maintenance data as the basis of instruction.
- C.** Make lists of persons witnessing equipment and systems demonstration, and persons receiving operating instruction. Include copy of lists in the Project Data Binders.
- D.** Make lists of extra stock materials provided by Contractor to Owner's personnel.

**END OF SECTION**



**SECTION 01632  
SUBSTITUTION REQUEST FORM**

<b>To:</b>   	<b>Project:</b>   
<b>Attn:</b>  	
<b>Specified Item:</b>   	<b>Proposed Substitute:</b>   

1. The following are attached (Mark all that apply):  

<input type="checkbox"/> <b>Complete Description</b>	<input type="checkbox"/> <b>Catalog</b>
<input type="checkbox"/> <b>Laboratory Tests</b>	<input type="checkbox"/> <b>Spec Data</b>
  
2. This substitution will have the following effects on dimensions, gauges, weights, etc.:
  
  
  
  
3. This substitution will have the following effects on wiring, piping, ductwork, etc.:
  
  
  
  
4. This substitution will have the following effects on other trades:
  
  
  
  
5. This substitution will have the following effect on construction Schedules:
  
  
  
  
6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:
  
  
  
  
7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):  

<input type="checkbox"/> <b>the same</b>	<input type="checkbox"/> <b>different</b> (if different, explain below)
--	---
  
8. Information on the availability of maintenance services and replacement materials for proposed substitute(s) is provided on an attached sheet if applicable. This attachment is:  

<input type="checkbox"/> <b>attached</b>	<input type="checkbox"/> <b>not applicable</b>
--	--

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9. Names, addresses, and phone numbers of fabricators and suppliers for proposed substitute(s) are provided on an attached sheet if applicable. This attachment is:  
☐ **attached**      ☐ **not applicable**
10. If the proposed substitution is accepted, it will result in:  
☐ **no cost impact**      ☐ **a cost increase of** \_\_\_\_\_  
☐ **a cost decrease of** \_\_\_\_\_  
(If change in cost is indicated, itemization on CPM Jan 91 Std 01038 is attached)
11. License fees or royalties are pending on the proposed substitute.  
☐ **No**      ☐ **Yes** (if yes, explain below)
12. The undersigned or the firm represented shall pay for additional studies, investigations, submittals, redesign, and analysis by the Designer necessitated by this substitution request.

Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

**Submitted by:**

**Date:**

Sign here:

**Name:**

**Telephone:**

type or print:

**for:**

Name of firm:

**Address:**

Street

address:

and mailing

address

if different:

City, State,

and Zip Code:

**Designer's Review Comments:**

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Accepted</b>          | <input type="checkbox"/> <b>Rejected</b>                        |
| <input type="checkbox"/> <b>Accepted as noted</b> | <input type="checkbox"/> <b>Rejected (received too late)</b>    |
|   | <input type="checkbox"/> <b>Rejected (submittal incomplete)</b> |

**Additional comments:**

**For the Designer:**

**Date:**

Signature here:

## **SECTION 01770 CONTRACT CLOSE-OUT**

### **PART 1 - GENERAL**

#### **1.01 REQUEST FOR CLOSE-OUT INSPECTION**

- A. SUBSTANTIAL COMPLETION:** When Contractor considers Work substantially complete, Contractor shall submit to Designer:
1. written assertion that Work is Substantially Complete;
  2. a list of items to be completed or corrected and dates scheduled for completion or correction of each item;
  3. certification that orientation and training for facility maintenance personnel is complete or will be prior to inspection; and,
  4. written assertion that Operating & Maintenance Data Binders are complete and available or will be prior to inspection.
- B. FINAL INSPECTION:** When Contractor considers Work complete, Contractor shall submit to Designer:
1. certification that a qualified person authorized by Contractor has reviewed the Contract Documents and inspected the Work;
  2. written assertion that the Work is complete and in accordance with Contract Documents and ready for Final Inspection;
  3. written assertion that additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and available or will be prior to inspection;
  4. written assertion that Project Data Binders and Construction Record Documents are complete and available or will be prior to inspection;
- C.** Upon receipt of an appropriate request for close-out inspection, Designer will schedule an inspection meeting with Contractor, and Owner's representatives to determine the status of completion.

#### **1.02 RESULTS OF CLOSE-OUT INSPECTIONS**

- A.** Should the Designer determine that Work is not complete to the degree asserted by Contractor, Designer will promptly notify Contractor in writing stating the deficiencies. Contractor shall take immediate steps to remedy deficiencies and make a request for Re-Inspection.
- B. SUBSTANTIAL COMPLETION:** Designer will prepare a Certificate of Substantial Completion on AIA Document G704 accompanied by a list of items to be completed or corrected, and will submit Certificate to Contractor and to Owner for signature with an accounting of Liquidated Damages due, when Designer verifies that:
1. Work is Substantially Complete based on an inspection conducted pursuant to an appropriate request for close-out inspection;
  2. orientation and training for facility maintenance personnel is complete; and,
  3. Operating & Maintenance Data Binders are complete and have been delivered to the Owner.

**C. FINAL INSPECTION:** Designer will certify that the Work is Complete, and will initiate Final Adjustments, when Designer verifies that:

1. Work is complete in accordance with Contract Documents based on an inspection conducted pursuant to an appropriate request for close-out inspection;
2. orientation and training for facility maintenance personnel is complete; and,
3. additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and have been delivered to the Owner.
4. Project Data Binders and Construction Record Documents are complete and have been delivered to the Designer.

**1.03 RE-INSPECTION FEES:** If the Work fails a close-out inspection, and a subsequent inspection is requested and conducted based on Contractor assertion of the same stage of completion, Owner will compensate Designer for performing such Re-Inspection as additional services, and deduct the amount of such compensation from the Contract Sum by appropriate modification.

#### **1.04 FINAL ADJUSTMENTS**

- A.** When Designer has certified that the Work is complete, Designer will determine whether modification is needed to reflect appropriate adjustments to Contract Sum which were not previously effected. If such modification is needed, Designer shall prepare it and deliver it to Contractor, who in the case of a change order, shall sign and return it to Designer.
- B.** When Designer has certified that the Work and needed modifications to the Contract are complete, Designer will request that Contractor submit a final application for payment.

#### **1.05 WARRANTY INSPECTION**

- A.** A Warranty Inspection will be scheduled and conducted at project site prior to one year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible.
- B.** Warranty Inspection will be attended by at least one representative each of Owner, Designer, and Contractor.
- C.** Warranty Inspection is intended to be an opportunity for Contractor to become aware of any outstanding corrections needed pursuant to the basic first-year warranty of Work.

**END OF SECTION**

**SECTION 01776**  
**CONTRACT COMMISSIONING CLOSE-OUT**

**PART 1 - GENERAL**

**1.01 PREREQUISITES TO SUBSTANTIAL COMPLETION**

- A. All Test and Balance (TAB) work and commissioning must be complete prior to Substantial Completion, unless approved in writing by the Designer. Exceptions to this are planned control system training performed after occupancy and any required seasonal or approved deferred testing. This includes for all systems, but is not limited to:
  - 1. Completed and signed start-up and pre-functional checklist documentation
  - 2. Requested trend log data
  - 3. Submission of final approved TAB report
  - 4. Completion of all functional testing
  - 5. Required training of Owner personnel completed and approved
  - 6. Submission of the approved O&M manuals
  - 7. All identified deficiencies have been corrected or are approved by the Designer and accepted by the Commissioning Agent to be excepted from this milestone
- B. The Designer will determine the date of Substantial Completion after reviewing the Commissioning Agent's recommendation for Substantial Completion.
- C. Commissioning activities are non-compensable and cannot be a cause for delay claims.

**END OF SECTION**

## **SECTION 01781 CLOSE-OUT SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 DATA BINDERS**

- A.** Provide three complete sets in durable, commercial quality, plastic covered, three ring binders. Identify project and type of data on face and side.
- B.** Provide information required by Contract Documents, including:
  - 1.** Cover sheet giving complete project title and number, Contractor's name, address, phone number, superintendent's name, and related information.
  - 2.** Table of Contents to identify material in Binders.

#### **C. OPERATING & MAINTENANCE DATA BINDERS**

- 1.** Provide Product Data, including: manufacturer; model number; names, addresses, and telephone numbers of suppliers, installers, and servicers; related information for repair, renovation, or additions.
- 2.** Provide Operating and Maintenance Data, including: instructions and schedules for proper operation, maintenance, servicing, and lubrication with manufacturer's parts list, illustrations, assembly drawings, maintenance diagrams, and list of recommended lubricants and cleaning agents; as-installed control diagrams and coordination drawings with color coded piping and wiring diagrams; valve tag charts with numbers, locations, and functions; panel board circuit directories; and, list of materials and parts furnished for Owner.

#### **D. PROJECT DATA BINDERS**

- 1.** Provide required forms completed for supplying data on building systems or assemblies.
- 2.** Provide a complete list of subcontractors and material suppliers, including dollar amount, company name, address, phone number, local representative, and information regarding minority-owned business status. This information shall be submitted to Designer on the form exhibited as Section 01788.
- 3.** Provide Certificate of Substantial Completion, Use and Occupancy Permits, and Certificate(s) of Inspection or letter(s) of acceptance from governing authorities as apply.
- 4.** Provide Contractor's warranty of the work.
- 5.** Provide Guarantees, Warranties, Bonds, Certifications, Maintenance Agreements, service contracts, and related documents, including beginning date, duration, information about instances which might affect validity, and proper procedure in case of failure.

- 1.02 CONSTRUCTION RECORD DOCUMENTS:** The record copy of Contract Documents and approved submittals required by paragraph 3.11 of the Conditions shall be kept in good condition for submittal to Designer upon completion of construction activity. In the course of the Work, Contractor shall legibly mark these documents to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, location by dimension and identification of utilities, valves, tap points, equipment, service access, test points, and related features, field changes in dimensions and detail, changes by addenda, change orders, and construction change directives, description and details of features for maintenance, service, replacement, or expansion of the Work.

### **END OF SECTION**

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## **SECTION 01781 CLOSE-OUT SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 DATA BINDERS GENERALLY**

- A.** Provide three complete sets. Provide commercial quality three ring binders with durable plastic covers. Identify project and type of data on face and side of binder. If multiple binders are required, identify as consecutively numbered volumes, identifying original documents as set number one. Provide information required by Contract Documents organized as outlined below. Include related documents under the heading to which each is most closely related.
- B.** Provide introductory information:
  - 1.** Cover sheet giving complete project title and number, Contractor's name, address, phone number, name of project superintendent, and related general information.
  - 2.** Table of Contents to generally identify material in Binders. Reference and bind separately any over-size documents that cannot be neatly folded and included in this binder.

#### **1.02 OPERATING & MAINTENANCE DATA BINDERS**

- A.** Provide Product Data as outlined below:
  - 1.** Detailed Table of Contents for this part
  - 2.** For each system or product: names, addresses, and telephone numbers of supplier, installer, and maintenance service company; drawing and specification reference; building location; manufacturer and model number
  - 3.** Description of unit and component parts, clearly identifying the specific product or part installed. When manufacturer's cut sheets are used for product identification, plainly mark specific items included in Work.
  - 4.** related information required by Contract Documents, or furnished with items included in Project, that Owner may use for maintenance, operation, repair, renovation, or additions to Work.
- B.** Provide Operating and Maintenance Data as outlined below for mechanical and electrical systems, equipment, and products:
  - 1.** Detailed Table of Contents for this part
  - 2.** Manufacturer's printed operating and maintenance instructions supplemented with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedures. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
    - a.** Installation, startup and break-in instructions.
    - b.** All starting, normal shutdown, emergency shutdown, manual operation, seasonal changeover and normal operating procedures and data, including any special limitations.
    - c.** O&M and installation instructions that were shipped with the unit.
    - d.** Preventative maintenance and service procedures and schedules.
    - e.** Troubleshooting procedures.
    - f.** Parts list, illustrations, assembly drawings and diagrams, edited to omit reference to items that do not apply to this installation.
    - g.** List of any special tools required to service or maintain the equipment.
    - h.** Performance data, ratings and curves.
    - i.** Warranty, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
    - j.** Any service contracts issued.

3. As-installed control diagrams by controls manufacturer.
  4. Installers' coordination drawings with as-installed color-coded piping diagrams and wiring diagrams.
  5. Charts of valve tag numbers with the location and function of each valve.
  6. Circuit directories of panel boards.
  7. Instructions for care, with a list of manufacturer's recommended types of cleaning agents and methods.
  8. List of materials and parts furnished for the Owner's use.
- C.** Supplemental Data. Provide written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
- D.** Condensed Preventive Maintenance Instructions. Provide condensed typewritten excerpts from the manufacturers written instructions for weekly, monthly, quarterly, annual, etc. maintenance. The HVAC mechanical contractor shall prepare this summary with help from the equipment supplier.
- E.** Condensed Operating Instructions. Provide condensed instructions for start-up, shutdown, emergency operation, safety precautions, unusual features and troubleshooting suggestions. In addition, a copy of these instructions shall be clearly laminated and secured adjacent to the equipment where it can be easily read by operating personnel. These instructions shall be provided for boilers, furnaces, chillers, pumps, heat rejection equipment, large air handling units (greater than 10 tons), heat pump systems, control system, air compressors and dryers.
- F.** Controls and Test and Balance (TAB) O&M Data. Include control drawings for equipment and its components, including the sequence of operation. The Controls Contractor and TAB Contractor shall provide this data.
- G.** Commissioning Record and Testing Data. Provide data dedicated to documenting the commissioning process that includes all certifications and testing data.

### **1.03 PROJECT DATA BINDERS**

- A.** Provide required forms completed for supplying data on building systems or assemblies.
- B.** Provide a complete listing of subcontractors and material suppliers, including dollar amount, company name, address, phone number, local representative, and information regarding minority-owned business status. This information shall be submitted to Designer on the form exhibited as Section 01788.
- C.** Provide certificates and acceptance information:
1. Detailed Table of Contents for this part
  2. Certificate of Substantial Completion
  3. Use and Occupancy Permits
  4. Certificate(s) of Inspection or letter(s) of acceptance from:
    - a. Fire Marshal
    - b. Department of Labor for boilers, pressure vessels, or elevators
    - c. Public Health Authorities
    - d. other governing authorities as apply
- D.** Guarantees, Warranties, Bonds, Certifications, and related documents
1. Detailed Table of Contents for this part
  2. Contractor's warranty of the work
  3. Guarantees, warranties, and bonds, executed by the respective vendors, manufacturers, suppliers and subcontractors



4. Certifications
5. Maintenance Agreements and service contracts
6. Complete information for each item:
  - a. Product or work item, and scope of installation
  - b. Name of provider, with name of responsible principal, address and telephone number
  - c. Beginning date and duration
  - d. Information about instances which might affect validity, and proper procedure in case of failure

**1.04 CONSTRUCTION RECORD DOCUMENTS:** The record copy of Contract Documents and approved submittals required by paragraph 3.11 of the Conditions shall be kept in good condition for submittal to Designer upon completion of construction activity. In the course of the Work, Contractor shall legibly mark these documents to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, location by dimension and identification of utilities, valves, tap points, equipment, service access, test points, and related features, field changes in dimensions and detail, changes by addenda, change orders, and construction change directives, description and details of features for maintenance, service, replacement, or expansion of the Work.

**END OF SECTION**

**SECTION 01785  
FORM FOR ROOF DATA**

<b>Project:</b> _____ _____
Project No. _____

<b>Facility:</b> _____ _____
---------------------------------

**General Information:**

Designer: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dates Installed From: \_\_\_\_\_ To: \_\_\_\_\_  
3 Yr Bond No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Warranty No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Roof Area: \_\_\_\_\_ square feet  
Roof Access: ☐ Ladder ☐ Hatch  
Number of Sub-Roof Areas: \_\_\_\_\_

**Construction:**

Type: ☐ New ☐ Tear-Off ☐ Re-cover  
If Re-cover, Existing System: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Existing System, Tested for Asbestos: ☐ Yes ☐ No

If Yes, describe findings: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Roof Deck:**

☐ Concrete: Thickness: \_\_\_\_\_  
☐ Poured ☐ Precast ☐ Plank  
☐ T-Beams ☐ Lightweight  
☐ Other Concrete: \_\_\_\_\_

☐ Wood: Thickness: \_\_\_\_\_  
☐ Plywood ☐ Tongue & Groove

☐ Steel: Gauge: \_\_\_\_\_

☐ Gypsum: ☐ Slab ☐ Plank

☐ Structural Woodfiber Type: \_\_\_\_\_

☐ Other: \_\_\_\_\_

**Roof Slope:** \_\_\_\_\_ inches/feet

Gypsum Board: ☐ No ☐ Yes / Type: \_\_\_\_\_

Vapor Retarder: ☐ No ☐ Yes / Type: \_\_\_\_\_

**Insulation Type:**

☐ None ☐ Glass Fiber ☐ Wood Fiberboard  
☐ Perlite ☐ Phenolic ☐ Polystyrene  
☐ Composite ☐ Cellular Glass ☐ Isocyanurate  
☐ Other: \_\_\_\_\_

**Insulation Attachment:**

☐ Mechanical ☐ Hot Asphalt ☐ Adhesive

Average Thickness: \_\_\_\_\_ inches

Max.: \_\_\_\_\_ Min.: \_\_\_\_\_

Average Insulation R-Value: \_\_\_\_\_

Venting: ☐ No ☐ Yes/Type: \_\_\_\_\_

**System Type:**

Modified Bitumen

Application Type: ☐ Hot Asphalt ☐ Heat Welded  
☐ Cold Adhesive

EPDM Membrane: ☐ .060 mil ☐ .045 mil ☐ Other  
☐ Ballasted ☐ Fully Adhered ☐ Mech. Fastened

Traffic Pads: ☐ No ☐ Yes/Type: \_\_\_\_\_

Base Flashings: Type: \_\_\_\_\_

Cant Strips: ☐ Wood ☐ Fiberboard ☐ Metal  
☐ Other: \_\_\_\_\_

Perimeter Flashing: ☐ Metal ☐ Termination Bar  
☐ Other: \_\_\_\_\_

Penetration Flashing: ☐ Metal ☐ Pitch Pan  
☐ Preformed

Counterflashing: ☐ None ☐ Thru-Wall ☐ Reglet

Coping/Fascia: ☐ No ☐ Yes/Type: \_\_\_\_\_

**Form Completed**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# SECTION 01786 ROOFING SYSTEM WARRANTY

<b>GENERAL INFORMATION</b>	
<b>General Contractor</b> (name & address):    <div style="text-align: right;">Contact:</div>	<b>Building</b> (identification & location):    <b>Bldg Owner:</b> State of Tennessee
<b>Designer</b> (name & address):	<b>Roofing System installed under project number:</b>
	Contract Conditions:
	Roof Substantial Completion Date:
Designer's Roof Cost Estimate:	Length of Warranty Term:
<input type="checkbox"/> New Roof    or <input type="checkbox"/> Re-roof	Roof Warranty Expiration Date:
<b>ROOFING SYSTEM COMPONENTS INCLUDED UNDER THIS WARRANTY</b>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Membrane  <input type="checkbox"/> Membrane Accessories  <input type="checkbox"/> Expansion Joints  <input type="checkbox"/> Membrane Flashing           </div> <div style="width: 48%;"> <input type="checkbox"/> Metal Flashings and Perimeter Metal Work  <input type="checkbox"/> Metal Copings  <input type="checkbox"/> Insulation  <input type="checkbox"/> Metal Roof, Components, and Finish           </div> </div>	
<b>ROOFING SYSTEM INFORMATION</b>	
<b>Roofing Subcontractor</b> (name & address):    <div style="text-align: right;">Contact:</div>	Area of roof installed: _____ and Square Feet: _____
	Type of Deck:
	Type of Insulation:
	Type of Flashing: _____ and Linear Feet: _____
<b>Membrane Manufacturer</b> (name & address):	Type and Description of membrane:
	Manufacture Date:
<b>Roofing Systems Company</b> (name & address):    <div style="text-align: right;">Contact:</div>	Material Identification (roll numbers):
	Factory Location:
<b>Roof approved by (Company's Representative):</b>	<b>Warranty Number:</b>

**01786-1**

The Roofing System Company ("Company"), its heirs, executors, administrators, successors, and assigns, jointly and severally, warrant to the Building Owner ("Owner") of the building identified above, that subject to the terms, conditions and limitations stated herein, the Company will repair or cause to be repaired, any leak(s) in the roofing system attributable to deficient workmanship or defective materials as necessary to return the roofing system to a condition which is watertight. The aggregate repair cost incurred by the Company over the term of this warranty shall not exceed the Owner's original cost of the installed roofing system. The term of this warranty is as set forth in the "General Information" on page one, commencing with the date of substantial completion of the roofing system installation. The roofing system shall be installed and repaired, if necessary, by a roofing applicator authorized by the Company. Contractor, as used herein, shall mean the Contractor having privity of contract with the Owner for the subject roofing system installation as identified by Article 3 and including those entities for which the Contractor is responsible as set forth by Subparagraph 3.3.2 of the Conditions of the Contract for Construction, as identified in the "General Information" on page one.

## TERMS, CONDITIONS, AND LIMITATIONS

1. Owner shall provide the Company with written notice within thirty (30) days of the discovery of any leak(s) in the roofing system.
2. The Company shall within fifteen calendar days, commencing with receipt of written notice from the Owner, inspect the roofing system (in the presence of the Owner) and if the cause(s) of the leak(s) is found to be the responsibility of the Company under this warranty, promptly make or cause to be made, any repair(s) or replacements(s) necessary to return the roofing system to the condition which is watertight. All repair expenses incurred in connection herewith will be the responsibility of and borne by the Company.
3. If upon joint inspection of the roofing system as provided in Paragraph 2, the cause(s) of any leak(s) is found not to be the responsibility of the Company under this warranty, the Company will immediately advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense and if such repair(s) be promptly and reasonably made, this warranty will remain in effect for the unexpired portion of the warranty period; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
4. In the event the Company and Owner disagree as to the cause(s) and responsibility of the leak(s), then the Owner, without prejudice to any other remedy Owner may have, may make permanent repair(s) of any leak(s) in accordance with Company recommendations if timely made available. Such action by the Owner shall not constitute a violation of this warranty. The Owner reserves the right to pursue reimbursement from the Company for all cost(s) and expense(s) of such repair(s), subject to the Company's responsibility under this warranty. If it is determined that the Company has no responsibility for the leak(s) under this warranty, the Owner will reimburse the Company for direct expenses encountered for all trips requested by the Owner after the initial inspection.
5. In the event an emergency condition arises where, in the reasonable opinion of the Owner immediate reasonable repair(s) are necessary to avoid substantial damage to the building or its contents and the Company advises the Owner in writing of its inability, for reasons beyond its control, to inspect and repair the roofing system as necessary within fourteen (14) days of written notification from the Owner, then the Owner may make such temporary repair(s) as in the opinion of the Owner are essential and necessary and such action by the Owner shall not constitute a violation of this warranty. In these circumstances, the Company shall reimburse the Owner for all reasonable costs and expenses of such temporary repair(s) subject to the Company's responsibility under this warranty.
6. In the event the Company fails to respond to written notification of known or suspected leak(s) as provided in Paragraph 2, the Owner may, after fourteen (14) days following receipt by the Company of an additional written notice and without prejudice to any other remedy he may have, make permanent repair(s) of any leak(s) and recover all costs and expenses of such repair(s) from the Company. The Company will, upon demand by the Owner, promptly reimburse the Owner these repair costs and expenses. Such action by the Owner shall in no way negate the responsibilities of the Company under this warranty for the unexpired portion of the warranty period.

**Warranty Number:**

**01786-2**

7. Except as provided in Paragraphs 4, 5 & 6, any alterations of the roofing system after completion and acceptance including the placement of fixtures, utilities and equipment on or through the roof or additions thereto, will render this warranty null and void with respect to the area(s) or item(s) affected unless prior approval of such alterations of the roofing system or additions thereto is given by the Company. Such approval will not be unreasonably withheld.
8. This warranty shall not be applicable to the extent the roofing system sustains damage(s) by any of the following:
  - (a) Acts of God and natural disasters, including but not limited to lightning, gales, hurricanes, tornadoes, and earthquakes;
  - (b) Acts of negligence (whether of omission or commission), fire, accidents, or misuse, including but not limited to vandalism, civil disobedience, or acts of war, provided same are not caused by the Company and/or the Contractor;
  - (c) Failure by the Owner or Lessee to use reasonable care in maintaining the roof and appurtenances, provided same caused the leak(s) or item(s) affected; or,
  - (d) For built-up and modified bitumen roofing systems: A roof design or specification approved by the Owner with less than 1/8" per foot slope for drainage.
9. When the roofing system has been damaged by any of the foregoing causes, repair(s) shall be at the Owner's expense and such repair(s) shall be made as provided in Paragraph 3; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
10. Until such time as the third year of this warranty has expired, the Company's obligations hereunder shall be joint and several with the Contractor. For the purpose of this paragraph, all of the Contractor's actions, whether of omission or commission, that are subject to this warranty are likewise the actions of the Company hereunder and shall in no way negate or reduce the responsibilities of the Company under this warranty.
11. The Company shall maintain accounting records of warranty repair costs in conformity with generally accepted accounting principles for the term of his warranty, and such costs shall be subject to audit at any reasonable time and upon reasonable notice by the Owner or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant. Warranty repair costs by the Company or the Contractor, as applicable, shall be maintained with a complete itemization of costs of all work identifying labor, materials, equipment, and overhead.
12. The Company certifies that it:
  - (a) Manufacturers or purchases products for the purpose of designing, developing, and marketing a roofing system;
  - (b) Provides recommendations, specifications, and details for the roofing system materials and installation;
  - (c) Trains and approves applicators;
  - (d) Provides technical assistance to applicators;
  - (e) Approves or prepares shop drawings; and,
  - (f) Provides a technical representative employed by the Company for the final inspection, and to all inspections required by this warranty.
13. During the period of this warranty, the Company, its agents or employees, will have free access to the roof during regular business hours of the Owner.

<b>by</b> <b>ROOFING SYSTEMS COMPANY</b>	
<b>Company name:</b>	
<b>Authorized signature:</b>	
<b>Name &amp; title:</b>	
	<b>Warranty Number:</b>

**01786-3**

**SECTION 01788**  
**REPORT OF SUBCONTRACTORS AND SUPPLIERS**

Project	SBC Project Number	Page
		of

Use first entry on first page for General Contractor

[illegible]

**01788-1**

## **SECTION 01821**

### **DEMONSTRATION and TRAINING**

#### **PART 1 - GENERAL**

##### **1.01    COORDINATION**

- A.     Coordinate schedule of demonstration and training with Designer and Owner's personnel for all installed equipment and systems.
- B.     If conditions (such as season of year) do not allow for a complete demonstration or training of equipment and systems operation during one meeting session; then coordinate a schedule that shall provide a sufficient number sessions within the warranty period.

##### **1.02    SUBMITTALS**

- A.     Submit an agenda for instruction of Owner's personnel on installed equipment to Designer not less than one week prior to the scheduled instruction. State number of hours of training time to be provided for each agenda item. State the names and qualifications of persons to provide instruction.
- B.     For each training event performed, submit two (2) video cassette copies documenting the training event with Project Data Binders. Submit each cassette in a standard protective hard plastic VHS videotape container. Label both the cassette *and* the container to include the full project title and short description of training documented.
- C.     Submit lists of persons witnessing equipment and systems demonstration, and persons receiving operating instruction. Include copy of lists in the Project Data Binders.
- D.     Submit lists of spare materials and parts furnished to Owner. Include on lists a written assertion of receipt by Owner's personnel responsible for receiving the materials and parts.
- E.     Submit lists of Contractor's Service Personnel who are to be contacted if problems arise with installed equipment or systems. Personnel named must be familiar with installed equipment and systems. Submit updated lists through the duration of the Warranty period, as needed, if Contractor's Service Personnel changes.

#### **PART 2 - PRODUCTS**

##### **2.01    VIDEOTAPE**

- A.     Format:    Provide "standard VHS" format video cassette.  
          Grade:    Provide "Professional" grade videotape.

#### **PART 3 - EXECUTION**

##### **3.01    GENERAL**

- A.     Conduct initial demonstration and training as soon as practicable upon installation, and prior to Substantial Completion inspection.
- B.     Substantial Completion shall not be certified, nor shall Owner be required to assume responsibility for operating, maintaining, or insuring system, prior to initial demonstration and training.

### 3.01 DEMONSTRATION

- A. Demonstrate operation of installed equipment and systems to Designer and to Owner's representative. All dependent systems must be demonstrated as being operationally coordinate (such as energy management controls coordinant with mechanical equipment.)
- B. Demonstration shall be complete and detailed; referencing manufacturer's printed operating and maintenance instructions, and evidencing all required design specifications.

### 3.02 TRAINING

- A. All training shall be specific to the actual-installed equipment and systems, and be performed by persons approved by equipment manufacturer(s) and/or approved by Designer to conduct such training.
- B. Instruct Owner's personnel with overall equipment and systems assembly and function; using assembly drawings and diagrams which are specific to the actual-installed equipment and systems.
- C. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems; using the manufacturer's printed operating and maintenance data that is specific to the actual-installed equipment and systems as the basis of instruction.
- D. Verify that Owner's personnel has received all spare materials and parts required to be furnished, and provide instruction in replacement procedures.
- E. Videotape the entire training event:
  - 1. Upon initiating videotaping of an event, video camera operator shall announce as a part of the sound recording the date, time, and event being videotaped. Operator may take full liberty to provide a narration of the event being taped.
  - 2. Videotaping shall be of sufficient quality to provide overall undistorted shading, contrast and focus, and to provide an adequate degree of magnitude so that the event being taped can be clearly discerned by the viewer.
  - 3. Upon Designer approval, an equipment manufacturer-prepared training videotape which complies to the requirements of this section may be substituted in lieu of videotaping the actual training session provided for that particular equipment.
- F. Approximately 30 days from initial training event, and subsequent other training events, if required, provide a follow-up training event with Owner's personnel; addressing questions and concerns which have arisen since the initial training (no videotaping is required.)

**END OF SECTION**

**01821-2**



## **SECTION 01830 MAINTENANCE BY CONTRACTOR**

### **PART 1 - GENERAL**

#### **1.01 SERVICE DURING CONSTRUCTION**

- A.** Service and maintain equipment and systems from the time they are made operable until such time as the Owner is required to undertake service and maintenance according to the Contract Documents. Provide service and maintenance in accordance with the Maintenance Agreement specifications.
- B.** In the absence of an otherwise established timetable, the Owner is required to undertake service and maintenance upon completion of Contractor's duties set forth in Article 1.02 and certification of substantial completion of the entire Work. Certification of substantial completion of portions of a system, or of part of a group of equipment, which group or system is to be covered by a specified maintenance agreement, shall not relieve Contractor of obligation to continue service and maintenance.

#### **1.02 MAINTENANCE AGREEMENTS**

- A.** Provide for Vendor execution of specified maintenance agreements, including preparation of forms and attachments, transmittal of paperwork between parties, and settling disagreements and misunderstandings. Deliver completed maintenance agreements and attachments to Owner, ready for Owner to issue Purchase Order, before submitting the first application for payment.
- B.** Maintenance agreements shall be executed on duplicates of the forms included in the specifications, with all blank informational spaces filled in, and modifications, if any, made by means of an attached and referenced exhibit.
- C.** Maintenance agreements shall be based on the covenants made in Contractor's bid, as may have been made an exhibit to the construction Agreement, and may have been modified since by change order. A change order that affects a maintenance agreement shall have attached to it an exhibit showing the consent of the maintenance Vendor, or the changes affecting the maintenance agreement shall be void.
- D.** Once maintenance agreements are executed:
  - 1.** Provide three (3) counterparts of maintenance agreements to Owner.
  - 2.** Provide at least one (1) counterpart to the maintenance Vendor.
  - 3.** Retain sufficient copies for insertion in the Project Data Binders.

**END OF SECTION**

**SECTION 01841**  
**ALARM SYSTEM MAINTENANCE AGREEMENT**

**IN PRODUCTION**

**01841-1**

**SECTION 01842**  
Alarm System  
**MAINTENANCE VENDOR'S STATEMENT**  
of hourly rates and trip charges

*In this document, "Contractor" refers to the construction contractor, while "Vendor" refers to the party entering into Alarm System Maintenance Agreement with Owner.*

*This document is to be filled out and provided by the Vendor in accordance with paragraph XIV.E of the Alarm System Maintenance Agreement.*

**HOURLY RATES and TRIP CHARGES (as applicable)**

Owner's Purchase Order number \_\_\_\_\_

Vendor's contract ID number \_\_\_\_\_

Owner: State of Tennessee \_\_\_\_\_

Owner Agency \_\_\_\_\_

**I. APPLICABILITY of RATES**

The following rates are subject to terms, conditions, and specifications of the current Alarm System Maintenance Agreement between Owner and Vendor, and apply to the 12 month term of contract defined thus:

Check appropriate box:

☐

initial term.

☐

term from \_\_\_\_\_ to \_\_\_\_\_.

**II. HOURLY RATES**

Rates are expressed as dollars per hour. "Regular" is defined as from 8:00 am to 3:00 pm Monday through Friday. "Premium" is defined as all other hours.

	REGULAR TIME	PREMIUM TIME
Technician	\$ _____/hr	\$ _____/hr
Technician's Helper	\$ _____/hr	\$ _____/hr

**III. TRIP CHARGE**

Rate is expressed as a lump sum for a round trip from Vendor's shop to the Owner's facility, and is applicable to billings for work only of a non-failure nature.

A lump sum of \$ \_\_\_\_\_ per trip,

Calculated at \$ \_\_\_\_\_ per mile times \_\_\_\_\_ miles

**IN WITNESS WHEREOF**, Vendor thus agrees to be bound by these rates for the duration of the identified term of the Agreement upon issuance of the Owner's Purchase Order accepting the Agreement.

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Vendor's authorized signature

\_\_\_\_\_  
date of signature

**SECTION 01843**  
**ELEVATOR MAINTENANCE AGREEMENT**

*In this document, "Contractor" is used to refer to the construction contractor, while "Vendor" refers to the party entering into the Elevator Maintenance Agreement with the Owner.*

**GENERAL INFORMATION (as applicable)**

Owner's Contract number \_\_\_\_\_

DGS Vendor I.D. number \_\_\_\_\_

Owner: State of Tennessee \_\_\_\_\_

Owner Agency \_\_\_\_\_

Billing Address: \_\_\_\_\_

Vendor: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Orders to: \_\_\_\_\_

Payment to: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor (Name and Address): \_\_\_\_\_

Contact:: \_\_\_\_\_

Elevator(s) installed under SBC Project No.: \_\_\_\_\_

The Elevator Listing Attachment is further identified by reference as follows:

*(Here insert needed additional description)*

# **ELEVATOR MAINTENANCE AGREEMENT SPECIFICATIONS**

## **I. SCOPE AND TERM OF CONTRACT:**

This contract covers routine and preventative maintenance and repair for elevators listed in the Elevator Listing Attachment referenced above and hereby made a part of this Agreement. Machinery and equipment shall be maintained in accordance with minimum condition required by Tennessee Elevator Law rules and regulations, terms and conditions of this contract, and good maintenance practice. This contract shall be for an initial period of twelve (12) months, beginning upon certification of Substantial Completion, as defined in the construction contract, of the elevators listed in the Elevator Listing Attachment, with four (4) Owner options to extend for a period of twelve (12) months each. Owner shall also have the right to extend the contract period a maximum of one hundred eighty (180) days beyond the normal expiration date not to exceed a total of sixty (60) months.

## **II. MONTHLY MAINTENANCE VISITS**

Vendor shall inspect each elevator at least once each month, not including service calls. During monthly maintenance visits, Vendor shall:

- A. ADJUSTMENTS:** Adjust machinery and equipment as required. Circuit breakers or main line switches, together with fuses for same are excluded. Vendor shall maintain the performance times as outlined in the modernization specification for each unit. These times include door open & close times, door dwell times, car speeds and floor to floor times. In addition to the performance times the Vendor shall maintain a smooth quiet ride for each unit.
- B. CLEANING:** Remove accumulated dirt, dust, and rubbish from machine rooms, hoistways, and pits. Furnish cleaning supplies and tools. Cleaning and refinishing of interiors of cars and exteriors of hoistway doors and frames are excluded. Complete hoistway clean downs shall be performed no less than annually, car tops and car door equipment shall be cleaned no less than quarterly and machine rooms and pits monthly as a minimum.
- C. LUBRICATION:** Lubricate machinery and equipment with materials recommended by the manufacturer of the specific machinery and equipment. Furnish lubricants.
- D. REPAIRS:** Determine nature and extent of parts and labor required to restore machinery and equipment to satisfactory performance condition. (See also paragraph "III")
- E. LABOR, PARTS, TOOLS, AND SUPPLIES:** Provide labor, parts, tools, cleaning supplies, miscellaneous supplies, and lubricants required to complete services. Parts shall be those of original manufacturer, to maintain system integrity. All costs for parts and supplies shall include any related shipping costs and all applicable taxes.

## **III. REPAIRS:**

- A. TRACTION TYPE:** Vendor shall furnish and install or repair when and as necessary: machine motors, motor generator, controllers, hoist cables, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, magnet frames, cams, car door and hoistway door hangers tracks, and guides, door operating devices, interlocks, and contacts, car gates, safety devices, governors, push buttons, enunciators, shell lanterns and indicators, lamps replacements in systems, and other elevator signal and accessory equipment complete.
- B. HYDRAULIC TYPE:** Vendor shall furnish and install or repair when and as necessary: power unit, pump motor and controller including valves, including relief valve, pilot, lowering, leveling, and check valves; or any of the parts thereof; V-belts, strainers, spring and gaskets; controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit; plunger, guide bearings, packing gland; guide rails and guide shoes. Maintain hydraulic fluid at proper operating level.
- C. EXCLUSIONS:** Vendor shall not: supply and replace incandescent or fluorescent lamps for car light fixtures, or floor covering on elevator car platforms; make renewals or repairs necessitated by reason of negligence or misuse of equipment by persons other than Vendor or Vendor's representatives and employees, or by reason of cause beyond control of Vendor, except normal wear and tear; nor add new attachments as may be recommended or directed by inspection firms or by federal, state, municipal, or other government authorities.

#### **IV. INSPECTIONS AND TESTS**

- A.** Annually during the third quarter, Vendor shall conduct comprehensive inspections of equipment and systems covered by this Agreement.
- B.** During the third quarter, Vendor shall conduct comprehensive load tests on those elevators identified in accordance with paragraph V.C.
- C.** Inspections will be made by statutorily authorized agencies. Citations and recommendations in accord with terms and conditions of this contract may be issued by inspectors, and Vendor shall comply with citations and recommendations within ten (10) days.
- D.** Service work, parts, materials, equipment, and supplies used in performance of this contract are subject to inspection and test. Items that do not meet specifications will be rejected, and Owner may withhold payment until corrections are made. Failure to reject upon receipt, however, does not relieve Vendor of liability. When subsequent tests, after receipt, are conducted and reveal defective material or workmanship, the Owner may seek damages regardless of whether part or all of the item has been consumed.

#### **V. REPORTS**

- A.** Vendor will leave completed service tickets detailing the purpose of each visit. Such tickets will describe the maintenance performed, repair made, or the reported call and the corrective action taken.
- B.** Vendor will submit quarterly reports summarizing services performed, current condition of elevators, and other pertinent information. Reports are due by the tenth day following end of quarter.
- C.** As a part of the second quarterly report, Vendor shall identify elevators covered by this Agreement which are due for load testing before the end of the fourth quarter, and identify the date on which load tests and inspections required by paragraphs IV.A and IV.B shall be performed. Load Testing is required every five years.
- D.** As a part of the third quarterly report, Vendor shall report the conditions found during inspections and tests required by paragraphs IV.A and IV.B, and propose remedies for defects and maintenance problems.

#### **VI. TECHNICAL ASSISTANCE**

Vendor shall furnish competent technical assistance on the type equipment installed within twenty-four (24) hours of Owner's request at no additional charge.

#### **VII. EMERGENCY CALLS**

Vendor shall provide prompt emergency call-back service in response to requests by telephone or otherwise from the Facility Manager or designee in case of a shut down or if other emergency trouble should develop between regular examinations. This call-back service shall be rendered as requested regardless of time or of day of week. Call back service shall restore elevator to operating condition at no additional cost regardless of time of day. Vendor shall respond on-site to normal call backs within one (1) hour during normal working hours and within two (2) hours after hours. Entrapment calls and dispatch failures will be responded to on-site within thirty (30) minutes during regular working hours and one (1) hour after hours.

#### **VIII. HOURS OF WORK**

Work required in performance of contract shall be performed during regular working hours of regular working days of the trade, except Vendor shall provide prompt emergency call-back service regardless of time or day of week at prices indicated.

#### **IX. WARRANTY**

Vendor warrants products and services provided under this Agreement to be free of defects for one year. Vendor shall provide Owner copies of manufacturers' standard parts warranties within one month of execution of this Agreement; and, in the event of a change in terms, provide Owner copies of modifications as soon as they become available.

#### **X. INSURANCE:** Vendor shall provide:

- A. WORKER'S COMPENSATION:** In amounts required by law.
- B. PUBLIC LIABILITY AND PROPERTY DAMAGE:** to cover all operations under the Agreement, with bodily injury and death liability limits not less than \$100,000 for one person and \$300,000 for each accident, and property damage liability limits not less than \$50,000 for each accident plus coverage for equipment being moved or serviced.

## **XI. PERFORMANCE GUARANTEE:**

Vendor shall provide a renewable performance guarantee to the Owner within ten (10) working days after request, in the amount of 100% of the value of the Agreement, to ensure performance over the entire term of the contract, in one of the following forms:

- A.** A renewable performance bond, issued by a surety company licensed to do business in the State of Tennessee by the Tennessee Department of Commerce and Insurance;
- B.** A bank cashier's check made payable to State of Tennessee; or,
- C.** An irrevocable letter of credit or a certificate of deposit which shall be held by the Owner, from a state or national bank or a state or federal savings and loan association having its principal offices in Tennessee, subject to approval of terms and conditions of said irrevocable letter of credit or certificate of deposit.

## **XII. SERVICE ORGANIZATION**

Vendor shall have an adequate service organization with local service representatives for the geographical area encompassing the machinery and equipment serviced under this agreement. Such service representatives shall be employees of Vendor or designated by Vendor as Vendor's authorized representative on a full time basis and not as a subcontractor. No part of this agreement may be assigned, sublet, or transferred without the written consent of the Owner. Owner's communications to service representatives shall have full effect of communication to Vendor.

## **XIII. INVENTORY AND TIME IN BUSINESS**

Prior to entering into this Agreement, Vendor shall have occupied a bonafide place of business with a representative inventory of products or supplies necessary for prosecution of this Agreement for at least one year. Vendor shall successfully completed comparable contracts for at least three customers within the past year, and if requested by Owner shall provide evidence of same and any other evidence required and requested in order to establish evidence of their ability to furnish products and services specified herein. Vendor shall maintain, or ensure availability of, personnel, equipment, and supplies sufficient to perform on time.

## **XIV. COMPENSATION**

- A. ANNUAL SERVICE CHARGES:** Annual service charges shall be firm for the period quoted, and there shall be no increase within the entire contract period. Annual service charges to be paid by Owner to Vendor under terms of this Agreement shall not exceed:

First 12 months: \$ \_\_\_\_\_  
Second 12 months: \$ \_\_\_\_\_  
Third 12 months: \$ \_\_\_\_\_  
Fourth 12 months: \$ \_\_\_\_\_  
Fifth 12 months: \$ \_\_\_\_\_  
**TOTAL for 60 months: \$ \_\_\_\_\_**

- B. OTHER WORK DIRECTED BY OWNER:** Owner may direct Vendor to provide services other than those included under Annual Service Charges. Hourly Rates, Trip Charges, and Repair Parts apply to such work. Vendor shall bill the Owner based upon the following terms.

Terms:

- 1. Regular Time:** Daily hours 8:00 a.m. to 4:30 p.m., Monday through Friday excluding legal holidays as proclaimed by the State Commissioner of Personnel. Regular Hourly Labor Rate unit cost shall apply to services during these hours.
- 2. Premium Time:** Hours from 4:31 p.m. to 7:59 a.m., Monday through Friday; Saturdays, Sundays, and holidays as proclaimed by the State Commissioner of Personnel. Premium Hourly Labor Rate unit cost shall apply to services during these hours.
- 3. Trip Charge:** Such charges are limited to a single charge per round trip and per given service call. Trip charges, as bid, shall include all associated expenses. Return trips associated with the same service call that is required due to obtaining parts, returning to complete work, or call-back due to incomplete and/or unsatisfactory work shall not be considered for a "trip charge".

- 4. Repair Parts and Equipment:** All repair parts and equipment will be billed at Vendor's cost. No markup will be allowed for repair parts. The Vendor shall submit as backup information a copy of the original purchase invoice(s) as proof of cost for parts. This must accompany the job invoice in order for the Owner to process payment for services performed. If no purchase invoice is available for proof of cost for repair parts, the Owner may verify current market value and if necessary, alter the payment invoice to reflect market price.
- 5.** Labor Rate Unit Costs to be paid by Owner to Vendor under terms of the Agreement are as follows:

Regular Hourly Labor Rate: \$ \_\_\_\_\_  
Premium Hourly Labor Rate: \$ \_\_\_\_\_  
Per Trip Charge: \$ \_\_\_\_\_

- C. BILLING AND PAYMENT:** Vendor shall submit monthly invoices to the Owner Agency after that month's regular services are performed according to the rates per month set forth in the Elevator Listing Attachment. Vendor shall direct questions regarding payment to the Contract Administrator identified in the Departmental Purchase Order. Payment will be made monthly by the Owner Agency in accordance with appropriate invoices.

**XV. EXAMINATION AND AUDIT OF BOOKS AND RECORDS:**

Owner may, at reasonable times, examine and audit the books and records of Vendor or Vendor's subcontractors, where such books and records relate to the performance of contract or subcontract with Owner. Such books and records shall be kept in conformity with generally accepted accounting principals and maintained by Vendor and subcontractors for a period of three (3) years from the date of final payment under this contract, or under subcontract pursuant to this contract. Said examination or audit may be performed at any reasonable time by the Purchasing Division of the Tennessee Department of General Services, or by the Comptroller of the Treasury, or their duly appointed representative(s). Vendor shall require a clause to this effect in subcontracts which relate to the performance of this contract.

**XVI. CONTRACT ADMINISTRATION:**

- A.** Questions or problems arising from order and delivery procedures should be directed to the Contract Administrator identified in the Departmental Purchase Order.
- B.** The Owner, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Vendor's bid.
- C.** Contracts are entered into solely for the convenience of the Owner. The Vendor understands and agrees that the Owner, as a signatory party to the contract, is solely responsible for its performance, and that the officers and employees of the Owner act exclusively as agents of the Owner for administration of contracts, and are not personally liable of any performance or nonperformance by the Owner.

**XVII. CANCELLATION:**

- A. TERMINATION FOR CONVENIENCE:** The Owner may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Vendor at least ninety (90) days written notice before the effective cancellation date. The Vendor shall be entitled to receive compensation for goods shipped or services satisfactorily completed as of the cancellation date, but in no event shall the Owner be liable to the Vendor for compensation for any goods or services which have not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.



- B. TERMINATION FOR CAUSE:** If the Vendor fails to fulfill its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, the Owner shall have the right to immediately terminate the contract upon written notice of intent to cancel. The Owner shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by virtue of any breach of the contract by the Vendor.
- C.** At the end of any fiscal year any contract may be cancelled by the Owner without notice, in the event that funds to support the contract become unavailable.
- D.** The Vendor will be required to honor all purchase orders that were prepared and dated prior to the date of termination, if received by the Vendor with a period of thirty (30) days following the date of termination.
- E.** Should any work under this contract be substandard or not to specifications, unless such deviation is approved by Owner and Owner's Designer in writing, Owner may cancel this contract and proceed against the performance bond.

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**IN WITNESS WHEREOF,** Vendor thus agrees to be bound by the terms of this agreement upon issuance of the Owner's Purchase Order accepting this agreement.

**ON BEHALF OF VENDOR:**

---

*Name of Signatory*

---

*Title of Signatory*

---

*Vendor's authorized signature*

---

*date of signature*

**SECTION 01844**  
**ELEVATOR LISTING ATTACHMENT**

Refer to Section 01843 for appropriate use of this document.

**GENERAL INFORMATION (as applicable)**

Vendor's contract ID number \_\_\_\_\_

Owner's Purchase Order number \_\_\_\_\_

**Elevator Information (as applicable)**

Owner's ID number: \_\_\_\_\_ Location: \_\_\_\_\_

Manufacturer or brand: \_\_\_\_\_

Type: \_\_\_\_\_ Serial number: \_\_\_\_\_

**Monthly Rates** during each 12 month period:

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_ 5th: \_\_\_\_\_

**Elevator Information (as applicable)**

Owner's ID number: \_\_\_\_\_ Location: \_\_\_\_\_

Manufacturer or brand: \_\_\_\_\_

Type: \_\_\_\_\_ Serial number: \_\_\_\_\_

**Monthly Rates** during each 12 month period:

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_ 5th: \_\_\_\_\_

**Elevator Information (as applicable)**

Owner's ID number: \_\_\_\_\_ Location: \_\_\_\_\_

Manufacturer or brand: \_\_\_\_\_

Type: \_\_\_\_\_ Serial number: \_\_\_\_\_

**Monthly Rates** during each 12 month period:

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_ 5th: \_\_\_\_\_

**Elevator Information (as applicable)**

Owner's ID number: \_\_\_\_\_ Location: \_\_\_\_\_

Manufacturer or brand: \_\_\_\_\_

Type: \_\_\_\_\_ Serial number: \_\_\_\_\_

**Monthly Rates** during each 12 month period:

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_ 5th: \_\_\_\_\_

**Elevator Information (as applicable)**

Owner's ID number: \_\_\_\_\_ Location: \_\_\_\_\_

Manufacturer or brand: \_\_\_\_\_

Type: \_\_\_\_\_ Serial number: \_\_\_\_\_

**Monthly Rates** during each 12 month period:

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_ 5th: \_\_\_\_\_

**SECTION 01845**  
**AUDIO/VISUAL MAINTENANCE AGREEMENT**

**IN PRODUCTION**

**01845-1**